

## **INDEMNITY BOND**

(To be executed on a non-judicial stamp paper of Rs.100/-)

THIS INDEMNITY executed this \_\_\_\_\_.day of \_\_\_\_,\_\_\_\_\_ in favour of M/s Lanco Amarkantak Power Ltd a company registered under the Companies Act,1956 having its Registered office at Lanco House, Plot No. 4, Software Units Layout, Hitec City, Madhapur, Hyderabad-500081 and corporate office at Lanco House, Plot 397 Udyog Vihar, Phase-III, Gurugram122016, hereinafter referred to as 'LAPL / Indemnified' which expression unless excluded by or repugnant to the shall mean and include its successors, assigns of the ONE PART; BY M/s \_\_\_\_\_, a sole Proprietorship Firm / Partnership Firm / Company registered under the Companies Act,1956 having its Registered Office at \_\_\_\_\_ hereinafter referred to as the 'Indemnifier' which expression unless excluded by or repugnant to the context shall mean and include his / their / its heirs, representatives, administrators, assigns of the OTHER PART. WHEREAS LAPL / Indemnified is desirous of supply Ash to the transporters as per the latest guidelines of MOEF&CC and other statutory bodies as applicable, for the safe disposal of Ash. AND WHEREAS the indemnified herein has awarded to the Indemnifier herein a Work order /purchase order for the work/supply of .....MT, on terms and conditions set out inter alia in the Purchaser's order/Work order No..... valued at Rs..... (Rupees ..... Only) from its coal fired Thermal Power Station with operational capacity of 600 MW (2 x 300 MW) located Near Patadi Village on Korba - Champa State Highway in Chhattisgarh 495674.

### **Indemnifier hereby agree:**

1. To obey and to abide by the rules and regulations, terms and conditions of scope of work of transporter, Annexure, I, II, III, IV, V in enclosures of tender document, all clause service conditions and standing orders of the Company as may be in force from time to time and to comply with orders of the company issued from time to time.
2. Indemnifier have duly inspected the site and its surroundings and have fully satisfied to all technical, commercial and general conditions affecting the site and the works including the nature of the ground and sub-soil, the extent and nature of the work and materials necessary for carrying out the works, the means of communication, and in general all risks and contingencies influencing or affecting the scope of work.
3. Indemnifier has to follow Sub Area Manager, NHAI instructions for Ash transportation.
4. LAPL reserves the right to allocate Ash quantity to all successful Indemnifiers in order to maximize ash disposal quantity for Road Construction Projects as per requirement furnished by NHAI. LAPL shall decide the quantity allocation to respective Indemnifiers, based on NHAI (National Highway authority of India) requirement and discussion/email confirmation.
5. If the Indemnifier fails to lift the committed quantity (NHAI specified quantity), LAPL reserves the right to revise the allotted quantity. Allocated quantity shall be subject to requirement of NHAI to LAPL. The Indemnifiers should abide by NHAI's requirement. LAPL's decisions in this case shall be final & binding to Indemnifier.

6. If the Indemnifier desired to quit the contract, he will have to give at least One month's notice and shall submit all claims/bills for work done within 15 days for settlement of the accounts). LAPL shall raise their claims on the Transporter in such case and the final amount shall be released subject to realization of LAPL claims.

7. Repeated non-performance will lead to termination of contract. As this contract is bound to comply with the requirements of NHAI and timely execution is an essential part of the contract, during execution, depending on performance, the contractor may be terminated at the discretion of EIC, LAPL. If the contract is to be terminated, 15 (Fifteen) days' prior notice shall be given by LAPL. In such eventuality, the Security Deposits and Outstanding payments, if any may also be forfeited at sole discretion of LAPL. Further, the balance work shall be done by any other means at Transporter cost and risk. If the price of contract for the balance work shall be higher, the additional amount shall be recovered from Indemnifier's security deposit or any dues of this contract or any other contract that the Transporter may have taken in LAPL.

8. LAPL shall be entitled to recover from Indemnifier's bills all cost, damages, expenses which may have to incur or become liable to incur as a result of Transporter's negligence or any other action including failure in control of fugitive emission within and outside the plant that may originate such cost, charges, expenses etc. Further, LAPL also reserves the right to forfeit the security deposit amount of the Transporter and adjust it to recover such cost, charges, expenses, etc.

9. The Indemnifier hereby irrevocably agrees to indemnify and keep the Company indemnified at all times hereafter against all claims, demands, proceedings, losses, damages, costs charges and expenses which may be or brought against the Company of which the Company may suffer or incur by reason of any loss or damage by the Transporter or its agency.

10. The indemnifier hereby irrevocably agrees to indemnify the indemnified that in the event of any non-compliance under the provisions of applicable Labour Laws, Motor Transport Act, or any other act/laws applicable for the execution of work and, the indemnifier shall as may be deemed necessary fully indemnified and free from all claims and demands and all actions and proceedings initiated against indemnified free of cost, within a reasonable time specified by the indemnified in respect of his purchase order obligations emanated from the purchase order already referred. IN PRESENCE OF WITNESSES: INDEMNIFIER (Signature with Name and Designation) Company Seal

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INDEMNIFIER

(Signature with Name and Designation)  
Company Seal

- 1.
- 2.