



THE DURGAPUR PROJECTS LIMITED
(A Govt. of West Bengal Enterprise)
Office of the DGM(civil/PLANT SERVICE)
Durgapur - 713 201.

CIN NO-U40102WB1961SGC025250

EXPRESSION OF INTEREST

Reg. : - “Invitation of EOI in connection with selling of Pond Ash”

Expressions of Interest are hereby invited by The Durgapur Projects Limited for selling of pond ash from bonafied agencies capable in eco-friendly excavation and transportation of pond ash by utilizing their own equipment, machinery and manpower.

Total Available Quantity of pond ash: Approx 15.00 Lakh M.T

Base Price of Pond Ash: Rs. 10.50/M.T.

Duration of Contract: Upto 31st May 2021

For further details please visit : www.dpl.net.in

1) Scope of Work and Technical Specifications:

Pond ash will be collected from the designated ash ponds of DPL. The buyer(s) shall make own arrangements for excavation and transportation of Pond ash in their own/hired vehicles. The quantities available for collection and disposal are brought out as under:

Sl.	Power Stations / location	Minimum Quantity in Metric Tons per Month	Collection point.
1.	Durgapur Projects Power Station, The Durgapur Projects Ltd., Durgapur	Minimum offtake quantity should be 50,000 (Fifty Thousand) MT/month.	ASH PONDS OF DPL

Pond ash, as indicated in the table above, will be available from Ash Ponds of DPL, from where the buyer has to arrange for excavating and loading onto covered vehicles. The buyer should evacuate pond ash from any (one or more) of the ponds as per directive of DPL.

The Buyer should make his own arrangements for evacuation of the pond ash in their own covered vehicles. They may also hire such vehicles from bonafide transporters only. All necessary documents pertaining to statutory compliances in this regard are to be submitted to DPL on demand.

The buyer is bound to keep the area clean during and after each collection. In case there is any spillage during loading or due to improper placement of the collecting vehicles, the buyer shall take necessary measures to clean up the mess. Any activity, which may cause pollution, will not be allowed inside the plant.

Terms and conditions contained in MOEF/GOI notifications and published from time to time and various amendments shall have to be complied with.

During collection, carriage and disposal of ash all pollution control norms are to be strictly followed.

DPL reserves the right to allot pond ash to several agencies at the highest discovered rates.

Allocation of quantities of pond ash to the buyers will be determined by DPL so as the process of excavation of the pond ash is not vitiated in any way.

2) Payment

2.1) Delivery shall be made against interest free advance payment and the amount of advance shall be equivalent to value of 01(One) month allotted quantity.

2.2) Buyers shall be required to deposit the advance payment equivalent to the value of 01(One) month allotted quantity. The same will be adjusted with the monthly bills till the adjustment is completed within a period of one month.

2.3) All taxes and bank charges shall be borne by the buyers.

2.4) Payment to be made through RTGS/NEFT with information of respective UTR No. through letter/E-mail.

3) Taxes, Duties, Levies etc.–

The buyer shall be liable and responsible for payment of all statutory levies in the form of taxes, duties, octroi etc. on the supply. Such statutory liabilities, if any shall be paid by the buyer extra at actual.

4) Billing-

4.1) Authority of DPL will raise weighment challans on daily basis and invoices on monthly basis and the same shall be made available to the buyers showing the value/quantity of Pond Ash delivered along with applicable duty/taxes/cess etc. and shall be adjusted against the interest free advance payment made by the buyer. Any extra quantity lifted below the monthly allotment of 50000 MT shall have to be paid for immediately on completion of the monthly reconciliation. If such payment is not made then DPL reserves the right to withhold lifting of pond ash till such time the payment is made.

4.2) Authority of DPL reserves the right to suspend the delivery of Pond Ash if advance amount is not received within the third week of the previous month. The delivery of Pond Ash shall only be made on submission of receipt of advance payment made by the buyer. If the offices of DPL remain closed in the third week, then the payment has to be made before commencement of the holidays.

5. Time of Completion

Time of completion is **Upto 31st May-2021.**

6. Penalty

In case of damage of any equipment of DPL or failure of the contract to meet its Obligations under the contract, non-completion of the contract for any reason whatsoever or leaving the site in mid way of the contract, the Security Money Deposit will be forfeited without any further correspondence.

7. Rate

Firm, G.S.T & Other Charges should be mentioned clearly. Offers with HIGHEST discovered rate shall normally be accepted in this case.

8. Security Deposit:

Amount of Security Deposit will be **10% of the amount that equals to (Alloted Quantity per month in MT) x (Highest discovered rate) x (5 months)** in the form of Money Receipt/ Bank Guarantee to be deposited within **15 days** from the date of issue of the work order, which will be released after successful completion of the work.

9. Liquidated damage (LD): LD will be imposed in case of non-evacuation, transportation and disposal of the ordered quantity within the contractual period. Failure on this count for two consecutive months may lead to termination of the order and forfeiture of the Security Deposit.

10) Validity of Offer : The offer must be valid for the entire contractual period.

11) Capability for payment of salary & wages: - The buyer should disburse the salary and wages to his Supervisors and workmen in due time and such payments shall be made as per stipulations.

12) Compensation :- DPL will not take liability for any damage, missing or loss of machines, tools & tackles or Human lives etc. No compensation in such cases will be made by DPL.

13) Termination of Contract :-

13.1) DPL reserves the right to terminate the contract at any stage for unsatisfactory performance without any compensation for loss or damage due to such termination without any prior notification.

13.2) Authority of DPL reserves the right to cancel/terminate the allocation for supply of Pond ash in case of off take by the party is less than the allocated quantity for two consecutive months and may lead to cancellation of the contract. Failure on buyer's part shall lead to forfeiture of the Security Deposit.

13.3) Order may be terminated in case of failure to mobilize within 15 days from the date of issuance of the order.

14) Utilization of Pond Ash:

14.1) Pond ash excavated and transported by the buyer must be utilized in manufacturing in different fly ash based products, construction of road/embankment, low land filling, mine stowing/filling work and any other purpose as covered by MOEF&CC notifications.

14.2) The buyer has to submit utilization certificate on monthly basis during the pendency of the contract.

14.3) In case of issue of Pond Ash for road construction, the buyer will have to submit a monthly utilization certificate duly authenticated by the Parent Organization (WBPWD, NHAI, WB Highway Development Corporation Limited, DMC, ADDA, Zilla Parishad etc.).

15) Weighment and Delivery Schedule-

15.1) Pond ash shall be issued based on actual weighment. Weight so recorded and duly certified by the authorized representatives of the Sr. Manager (Civil)/DPL shall be considered final.

15.2) The supply should be made as per schedule based on advance payment vis-à-vis, offered quantity. In no case supply of Pond ash will be made without advance payment.

15.3) The buyer should depute authorized representative for co-ordination and taking delivery of Pond Ash.

15.4) DPL has every right to change/ refix the quantity of Pond ash to be delivered.

16) Pollution Control Measures: Transportation of evacuated Pond Ash and unloading at site/area/land arranged by the buyer should maintain pollution control stipulations. The buyer have to abide by all statutory obligations of **GOI, CPCB, WBPCB, MOEF and directives of National Green tribunal** from time to time during the contractual period.

17) Facilities to be provided by DPL :-

17.1) DPL will issue gate pass for the ash carrying vehicles on application for entering in the plant premises for collection of Pond ash on application with vehicle numbers and other relevant papers, name of drivers with license etc.

17.2) No medical facilities will be extended to the buyer's personnel. The buyer must provide all types of arrangement to meet any emergency.

17.3) Accommodation and conveyance of buyer's workers shall have to be arranged by the buyer at his own cost.

18. Guidelines for Pond Ash Evacuation & Disposal:

18.1) Evacuation of settled ash by the buyer from ash pond shall be done by deploying Excavating Machinery & other accessories like pay loaders, dozers, rollers, dumpers, water tankers etc at their own cost, with suitable approaches in different levels/stages of excavation, maintaining correct profile, slope & berm at respective levels without damaging the stability of the embankment along with dewatering process as required.

18.2) Pond ash excavation, dumper loading, transportation and unloading at destination must be free from fugitive ash emission by arranging water sprinkling, dumper covering, etc maintaining all statutory and pollution control norms as well as all precautionary safety measures at the work site.

18.3) Mobilization of manpower & machinery by the buyer shall be within 15 days from the date of issue of the order including access with the highway, abiding by the central & state labour legislation. Rectification of the damaged pond embankment, if required, shall be carried out with clay soil maintaining proper compaction by the agencies at their risk and cost.

18.4) For ash disposal, 'No Objection Certificate / Consent' from land owner / mines, regulatory authorities prior to work start is mandatory. In case of land owner NOC will include details of land such as Mouja, possession certificate, plot information of the land to be used for disposal.

18.5) An earthen cover of 300-500 mm thick at top of ash fill should be undertaken by the buyer in case of development of low lying areas.

19) Other terms and conditions : -

19.1) In case of engagement of manpower on casual basis, the buyer should engage local laborers as far as possible, and shall abide by all relevant obligations under the extent laws and rules of the country, state and DPL.

19.2) The buyer should keep the working site clean after every loading to ensure smooth and trouble free operation.

19.3) The buyer should be equipped with all necessary tools & tackles required to carry out the job smoothly.

19.4) The buyer should adopt all necessary precautions in ensuring safety of the workmen engaged by them while on duty including supply of safety liveries and equipment whenever necessary and if their workers suffer any accident, they shall have to be paid compensation under the Workmen's Compensation Act or any other law that may be in force at relevant time. The DPL in no way shall be responsible for safety of Buyer's workmen. Buyers are to ensure that necessary safety precautions are taken by their workmen.

19.5) No conveyance facilities will be provided to buyer's personnel during the period of contract.

19.6) Daily loading statement should be maintained by the buyer and should get it certified daily by the concerned Engg.-in-charge.

19.7) Gate Passes (temporary) for the personnel and vehicles to be engaged in Pond ash loading should be obtained from the C.O.P/C.S.O., DPL. Written application should be made given details of the personnel through the Engg.-in-charge. The personnel to be engaged by the buyer during the tenure of contract should strictly follow the duty hours as is being followed by the employees of DPL for attending general and shift duties.

19.8) No canteen facility will be extended to the buyer's Personnel.

19.9) Any other minor work not specifically mentioned but considered necessary in connection with the excavation and evacuation of Pond ash shall be considered to be within the scope of work and shall have to be carried out by the buyer as per instruction of concerned officers.

19.10) Since all the excavating machinery and other tools and tackles are to be provided by the buyer, a list of the same in triplicate is to be prepared before bringing them inside the plant. One copy of that list should be given to the signatory for arranging out-going gate pass on expiry of the contract.

19.11) Buyer shall have to undertake entire responsibility for taking Delivery of Pond Ash from the Ash Ponds satisfactorily.

19.12) The buyer's work should not pose any problem to existing operation and maintenance of D.P.L

19.13) Terms and conditions contained in MOEF/GOI notifications existing and published from time to time followed by its various amendments shall have to be complied with.

19.14) All rules, regulations and law of state as well as all statutory obligations applicable shall have to be adhered to.

19.15) The buyer shall make their own arrangement for storage space godown for their tools & plants, materials etc. and shall also erect at their own cost necessary sheds and godown for proper storage.

19.16) Loading, Excavation and transportation of ash should be done in environmentally sound and friendly manner.

19.17) Only covered container trucks/dumpers need to be used for transportation of ash. In no case ash shall be allowed to be transported by open trucks/trolleys.

19.18) Buyers should make their own arrangement for washing the vehicles tyres and body before they leave out for weighment and then to the main road to avoid pollution en-route.

19.19) Adequate free board in trucks should be kept to avoid overflow/spillage during transportation.

19.20) The guidelines and norms of MOEF, WBPCB and Central /West Bengal Motor Vehicles Rules are strictly to be followed.

19.21) For any penal measures imposed by statutory authority due to deviation of law of land, the said penalties will automatically be imposed on the buyer for such disposal and total penalty for such disposal shall be borne by the buyer.

19.22) No buyers shall cause to impede other buyers who will be working in tandem in the Ash Ponds.

19.23) DPL reserves the right at the time of allocation or during the period of supply to the agencies to increase, decrease or modify the quantity of Pond Ash without assigning any reason whatsoever.

19.24) **Buyers are required to lift pond ash as per the quantities allocated and in the eventuality of failure of lifting for any two consecutive months the Security Money will be forfeited .**

20) Documents to be submitted by the buyer:

a) PAN

b) Valid Trade License.

c) G.S.T registration certificate

d) Undertaking to be submitted by the buyers i.r.o adequate no. of dumpers/ trucks or other appropriate vehicles having proper registration under Motor Vehicles Act, to be used for transportation of pond ash to and fro from the ash ponds of DPL.

21) Date for submission of the EoI : Within 05.01.2021

22) Contact Person: Sri Prodipto Chatterjee [Sr.Manager(Civil)/DPL] [Mobile No. 9434014624]

EOI must reach to the office of the DGM(Civil)/PS, 1st Floor, Laboratory Building, The Durgapur Projects Limited, Durgapur-713201, Dist- West Bardhaman, West Bengal, within the closing date.

Any EOI received beyond the scheduled closing date will be treated as invalid.

Agencies must send their EOI in the designated format as per Annexure 'A' along with the notice inviting the EOI and required documents as per SL-21.

Every single page must be signed with the proper seal of the company.

ANNEXURE-“A”

TO BE FILLED UP BY THE BUYER

QUANTITY AND RATE FOR SALE OF POND ASH

OFFERED QUANTITY OF POND ASH

In Figures M.T/Month	In Words M.T/Month

Note: 1) Quantity of pond ash in M.T per month will be treated as valid upto 31st May-2021 from the date of issue of L.O.A.

However, DPL reserves the right at the time of allocation or during the period of supply to the agencies to increase, decrease or modify the quantity of Pond Ash without assigning any reason whatsoever.

2) Minimum quantity is 50,000 M.T/Month.

OFFERED RATE OF POND ASH

In Figures Rs./M.T	In Words Rs./ M.T

Note: 1) Offered rate of pond ash per M.T will be treated as valid upto 31st May-2021 from the date of issue of L.O.A.

2) Base price of Pond Ash is Rs.10.50/M.T

(Name & Signature of Buyer)

Seal: