

THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED
(A Government of West Bengal Enterprise)
CIN : U40104WB1985SGC039154

Registered & Corporate Office:
Bidyut Unnayan Bhaban,
Block - LA,Plot No. 3/C,
Sector-I I I,Salt Lake City,
Kolkata – 700106



NOTICE INVITING “EXPRESSION OF INTEREST (EOI)”

FOR

Lifting of pond ash on ‘as is where is’, Free of Cost on first come first serve basis with Transportation by user agency (as per extant MoEF&CC Notification and policy), from SANTALDIH THERMAL POWER STATION ,WBPDC

EOI NOTICE NO. WBPDC/AGM(CIVIL)/M&C/EOI/POND ASH/2024-25/2048 DATED.05/09/2024

To utilize the fly ash in gainful and sustainable manner as per the provisions of extant MOEF&CC Gazette Notification and promote utilization of fly ash as resource material, The West Bengal Power Development Corporation Ltd.(WBPDC) intends to issue some of its settled ash from Ash Pond on free of cost and on first come first served basis, with transportation cost being borne by the user agencies.

To facilitate this, the WBPDC invites Expressions of Interest for above, for a period of 6 (Six) months, from its Santaldih Thermal Power Station , PO: Santaldih | Dist: Purulia | Pin: 723146 | West Bengal .

Further details regarding this Expression of Interest (EOI) are as follow:

1. The available quantity of settled ash is **3,00,000 Cum. Quantity is tentative and subject to availability of stock based on production. There exist no legal binding & The WBPDC will not be responsible for any deficiency in Quantity.**

2. **Collection & Transport Facility :**

The said Thermal Power Station is located in Mouza Bagra, Chakbad, Erendi, Poradih, Nabagram, Kanki & Shyampur, P.S. Santaldih under Raghunathpur II & Para Block of Raghunathpur sub division, district of Purulia, West Bengal. The nearest broad-gauge railway station is Santaldih, about 3.0Km away from the thermal power station on Adra-Gomoh section of S.E.Railway. The thermal power station site is also well connected with NH-2 road at Asansol via SH-8 [Paharigora] & SH -5 [Raghunathpur].

The agency ,at their own cost, shall **excavate , evacuate, transport and further disposing in eco-friendly manner as per MoEF &CC guidelines issued from time to time** . Transportation cost alongwith all other associated jobs shall be borne by the agency.

3. **Inspection Date:** Any working day (except Sunday & Holiday) (From 8:30hrs to 11:30hrs, & 14:00hrs to 17:30Hrs) till the day before **22.09.2024**. Contact Person for Inspection: **AMIYA BARAN CHOWDHURY, Manager(Civil) , STPS, CIVIL-OPH , 9073900861 , ab.chowdhury@wbpdcl.co.in**

Interested buyers are requested to submit their EOI in sealed envelope filled Annexure-I as per attachment , within 23.09.2024 at 15:00 hrs. at the office of AGM (CIVIL) M&C ,Corporate at the address mentioned below.

It may be noted that submission of EOI does not in any way constitute any kind of commitment on the part of WBPDC.

For more details necessary correspondences have to be made with :
Ipsita Chaudhuri, Sr. Manager(PS) ,M&C, Corporate Office, WBPDC
Address : Bidyut Unnayan Bhaban , Plot 3/C,LA block, Saltlake-III, Kolkata-106
Contact : 033-23393625/9830616477
Email : ichaudhuri@wbpdcl.co.in

Terms & Conditions

1. Intent of the EOI

- i. After completion of the EOI process, accepted EOIs shall be considered on the basis of submission of annexure –I and valid statutory documents . Networth should be positive in the last three FY 2021-22, FY 2022-23, FY 2023-24.
- ii. The agency who offers to take full quantum of settled pond ash **3,00,000 Cum** will be selected as successful agency . Successful agency shall be required to submit Refundable Security Deposit of Rs.3,00,000 along with submission of acceptance of letter of sale intimation issued by WBPDCCL with specific scope and terms and conditions .
- iii. If full quantity is not offered through EOI , then considering minimum quantum to be lifted by interested agency shall be 50,000 CuM per month, highest offered quantity shall be the deciding factor for taking delivery of settled ash from ash pond as per scope of work first .
- iv. **In case multiple EOI are received with same offered quantum , then quantum of settled pond ash 3,00,000 Cum** shall be equally distributed among the interested agencies . In such case , annual turnover of FY 2023-24 shall be the deciding criteria for taking delivery of settled ash from ash pond as per scope of work that is Agency with highest annual turnover of FY 2023-24 shall be allowed to execute the job in the first .
- v. **For both case iii and iv as above , Successful agency shall be required to submit Refundable Security Deposit (SD) amount calculated at the rate of Rs.1.00 per CuM of allocated pond ash with minimum value of Rs.50,000.00** along with submission of acceptance of letter of sale intimation issued by WBPDCCL with specific scope and terms and conditions .
- vi. This SD will be kept for ensuring commitment of the Successful Bidder(s) for lifting the allocated Ash. An amount at the rate of Rs. 1.00 / CuM of un-lifted quantity will be forfeited.
This Security Deposit will be refundable after adjustment of amount to be recovered, if any. This adjusted SD amount will be refunded within 30 days of end of the contract period or of lifting of entire allocated quantity, whichever is earlier.

2. SCOPE OF WORK

- a. Evacuation / Utilization of settled ash allocated pond ash in m3 by with excavation of the ash pond of STPS as per MOEF &CC notification dtd.31.12.2021. Minimum evacuation rate shall be 50,000 Cum.per month.
- b. Machineries to be deployed for the above: excavating machineries and other accessories like pay loader, dozer, roller, dumpers, water tankers etc
- c. Evacuated / Excavated ash to be loaded into dumpers at working site
- d. Transportation after covering the said dumpers with tarpaulin etc. to have a nuisance free transportation through roadway /railway / waterways etc.
- e. Unloading of the ash-filled dumpers at the destination points of approved disposal area conforming to clause no.A (2) (si.no. (i) to (xi)) of "MOEF &CC notification dtd.31.12.2021" viz. construction of road and flyover embankment, construction of dam , filling up of low lying area , filling of mine voids etc.
- f. Necessary clearances / permission in the form of No-objection certificate (NoC) from the respective land owner/s or coal mine authority allowing disposal of such evacuated ash in his/their land/mine/quarry has to be arranged by the agency and submitted to the department in terms of MOEF &CC notification dtd.31.12.2021.

- g. For utilization of excavated ash carriage of the excavated ash (through roadway/ railway/ waterways) to be done for any distance in eco-friendly manner for any lead, lift at both loading and unloading points and transportation of the same **for allowable distance from the point of loading.**
- h. Dressing of ash/earth at desired level at disposal areas to be carried out including covering up (wherever applicable) the filled ash **with compacted earth - with required thickness as per the guideline of statutory authority/department like MOEF&CC, CEA etc.** after attaining the required level, as per direction of the Engineer in charge(EIC) authorized by the Controlling officer. and in line with all rules, notification and guide line of Ministry of Environment, Forest and Climate Change and other concerned departments/authorities. Green covering is to be developed on the top of the soil blanket to protect from erosion and dust suspension.
- i. No leakage and no spillage of ash from dumper should be maintained.
- j. Sprinkling of water is required to be done at the loading point as well as the unloading point including movement road to prevent environment pollution.
- k. Suitable approaches to be made by the agency on their own cost at the ash pond area in different level/stages of excavation of ash for easy and smooth movement of excavating machineries like excavators, dumpers etc. and other associated vehicles.
- l. Excavations for the purpose of utilization of ash should be done maintaining correct profile, slope and providing proper berms at respective levels without damaging and disturbing the safety and stability of the existing embankment of the ash pond including mending and rectification of any damage portion of the existing ash pond embankment due to excavation, transportation etc. as per direction of the Controlling Officer or his authorized Engineer -in-charge.
- m. Dewatering work of ash pond and excavated pits necessary for execution of work arising out of seepage, rains etc. from the excavated pits to be done by the agency on their own cost, as the work may have to be carried out in running Ash Pond.
- n. The work in totality must be executed in eco-friendly manner and should be free from fugitive ash emission.
- o. Measurement will be made on the basis of pre-work and post-work level of the ash pond.

3. OBLIGATION OF THE AGENCY

- a. The Agency shall follow all statutory requirements to comply with the prevailing provisions of the following acts and rules and notifications of regulatory bodies from time to time:
 - i) The Factories Act,1948 / the building & other construction workers (Regulation of Employment and Condition of Service Act,1996)
 - ii) The Water Prevention and Control of Pollution Act, 1974.
 - iii) The Prevention and Control of Pollution act, 1981.
 - iv) The Environment Protection act, 1986.
 - v) Manufacture, Storage and Import of Hazardous Chemical Rules, 1989.
 - vi) Hazardous Waste Management and Handling rules, 1989.
 - vii) The National Environmental Tribunal Act, 1995.
 - viii) All pollution control bodies like State Pollution Control Board or Pollution (SPCB), Central Pollution Control Board (CPCB), Pollution Control Committee (PCC) in the relevant working area.

b. The work shall be executed strictly in conformity with scope of work, techno-commercial terms and conditions, General Terms & Conditions of Contract and enclosed Safety Clause unless anything contrary to the same has been stated in the LoA and shall follow / comply all norms / regulations / acts/ rules/ notifications of statutory /regulatory bodies time to time.

c. Intending bidders should note that they will have to work simultaneously with Agencies already entrusted or Agency to be entrusted in future with other works in the same site. They will have to work in close cooperation with all the engaged Agencies.

d. Before starting of the work, the Agency shall have to prepare a Bar-chart for execution of the work for getting approval of the Engineer-in-charge and approved copy of the same shall have to be kept on the work site for guidance of the engineer –in-charge or his authorized representative.

e. All the relevant IS codes should be strictly adhered to for consumables, execution methods etc. of the relevant work.

f. Due to exigency cropped up in Plant operation, the area/work front may be taken over at an early date on 'as is where basis' condition.

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

h. The Agency shall build at his own cost a suitable site office and necessary stores on the portion of the land allotted to him in an approved manner. The Agency shall maintain and keep his office and stores in good state of repairs throughout the execution of the works. Soon after completion of the works and when instructed by the Engineer-in-charge, the Agency shall remove offices, stores, all buildings and campus constructed on the allotted portions of the land within the site. The removal shall be completed before the final payment is made to the Agency under the contract. Removal shall also mean clearing of all rubbish, debris, leveling and filling, if any so as to leave the site in clean and tidy condition.

i. Mode of measurement will be guided by the provision of WBPWD schedule of works unless otherwise specifically mentioned in the relevant order, GCC and SCC for civil works of the STPS, WBPDC

j. All the quantities will be fixed up on the basis of periodic measurement pertaining to pre-work and post work levels of the surface area.

k. Maintaining drainage system for environment pollution control during and after each time of transportation from ash pond to disposing places through any kind of roads, whether private or public. Agency shall maintain the roads thoroughly cleaned and take all the measures to avoid any hazards and public inconveniences. All cost in this regard is to be borne by the Agency. This cost is deemed to be included in the quoted rate.

l. The Agency is to arrange for preventing measures against spreading/ blowing of ash at the adjoining areas of ash pond and ash filled grounds. In the event of any damage occurring to any work included in the contract through settlement of ground, slips, flooding or any other causes, whether due to negligence on the part of the Agency or otherwise, the Agency must reconstruct, repair and make good any such damaged work at his own expense to the full satisfaction of the Engineer-in-Charge.

m. The Agency shall give all necessary personal supervision during the execution of the work and shall constantly employ at least one good, properly qualified and fully authorised agent to manage or direct the work in his absence and such agent shall receive and execute all instructions and directions as may be given by the engineer-in-charge or his authorised representative from time to time.

n. Loading, unloading, transportation, storage and disposal of Pond Ash shall be done in an environmentally sound manner as per rules, notification and guide line of Ministry of Environment, Forest and Climate Change and other related departments/authorities. During excavation the bed of the ash pond, approaches inside the pond at different stages should be prepared suitably for easy and smooth movement of excavators, dumpers etc. During transportation all dumpers shall be properly covered to avoid any spillage of ash on the roads as per the guideline of Ministry of Environment, Forest and Climate Change and other related departments/authorities and **in line with the amendment thereof, if any issued by the said authorities/department time to time.**

o. Rectification / mending of any damage portion of the ash pond embankment due to excavation, transportation etc. has to be taken up by the agency on their own cost as per direction of the Controlling Officer or his authorized representative.

p. It shall be the responsibility of the transporters or vehicle owner to deliver ash to authorized Seller or user Agency and if it is not complied, then environmental compensation will be imposed on noncompliant transporters by State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) as per latest guide line of Ministry of Environment, Forest and Climate Change.

q. Road cum Railway mode of transportation ,conforming to guidelines laid down under MOEF&CC notifications and other terms mentioned in this EOI as and where applicable , are allowed subjected to acceptance of the Controlling Officer.

4. SPECIAL CONDITIONS RELATED TO EXECUTION OF WORK

- a. Electricity and water (for drinking purpose as well as other purposes) shall have to be arranged by the working Agency at his own cost.
- b. Necessary accommodation for staff, operators and other labourers who will be engaged for this operation shall have to be arranged by the working Agency at his own cost.
- c. Compliance with statutory requirements as regards to workmen to be engaged by the Agency.
- d. It shall be the responsibility of the transporters or vehicle owner/agency to utilize ash in eco-friendly manner as laid down in the said notification of statutory authorities/body and if it is not complied, then environmental compensation will be imposed on noncompliant transporters by State Pollution Control Board (SPCB) or Pollution Control Committee (PCC) as per latest guide line of Ministry of Environment, Forest and Climate Change.
- e. For any non-compliance in the part of transporter or vehicle owner/agency, WBPDCCL in no way will be held responsible for such activities and compensation/penalty, if any for non-compliance shall have to be borne by the transporter or vehicle owner/agency.

5. QUALITY OF ASH

Agency shall inspect the quality of the settled ash in Ash Pond during inspection . No claim in this regard shall be entertained by the WBPDCCL whatsoever after handing over of the Ash Pond to the Agency for excavating the settled ash.

6. APPOINTMENT OF SUB-AGENCY BY AGENCY

No sub-Agency shall be engaged by the Agency for accomplishment / carrying out full or part of any job under the contract. However, if the WBPDCCL specially approve, sub-Agency can be engaged for providing skilled and semi-skilled manpower (i.e. below the supervisor level) for their utilization in connection with the contract.

GENERAL FORMAT FOR EXPRESSION OF INTEREST (EOI) FOR LIFTING OF POND ASH ON 'AS IS WHERE IS' , FREE OF COST ON FIRST COME FIRST SERVE BASIS WITH TRANSPORTATION BY USER AGENCY (AS PER EXTANT MOEF&CC NOTIFICATION AND POLICY), FROM SANTALDIH THERMAL POWER STATION ,WBPDC

(To be printed on the letter head of the interested party/agency and duly signed and stamped)

[This EOI form supported by respective documentary evidence , duly filled , signed and sealed in original is to be submitted to the office of AGM(Civil) , M&C, Corporate, WBPDC within 23.09.2024 at 15:00 hrs.]

Date: _____

**To
The Additional General Manager (Civil),
M&C , Corporate ,
The West Bengal Power Development Corp. Ltd.
Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block,
Sector-III, Bidhannagar,Kolkata-700 106**

Subject: Expression of Interest (EOI) for LIFTING OF POND ASH ON 'AS IS WHERE IS' , FREE OF COST ON FIRST COME FIRST SERVE BASIS WITH TRANSPORTATION BY USER AGENCY (AS PER EXTANT MOEF&CC NOTIFICATION AND POLICY), FROM SANTALDIH THERMAL POWER STATION ,WBPDC

Dear Sir,

In response to your notice inviting EOI for lifting of pond ash on 'as is where is' , free of cost on first come first serve basis with transportation by user agency (as per extant MOEF&CC notification and policy), from Santaldih Thermal Power Station ,WBPDC , we hereby submit our EOI after completely understanding the content of the notice of EOI.

Quantum of pond ash required by us :CuM .

We have also attached information according to the standard form as per Annexure-I .

I,.....on behalf of.....(name of the agency) do hereby declare that I have gone through all the provisions of this notice for EOI document bearing No. -----dated ----- (including subsequent Addenda/ Corrigenda and other documents) and clearly understood the implications of all those provisions and submitting my / our bid adhering all the provisions of said document(including subsequent Addenda/ Corrigenda and other documents).

I,_____on behalf of M/s.__(name and address of the agency) hereby declare that M/s.__(name of the agency) is not blacklisted/ debarred by any Government department/ Public Sector Undertakings/ Other Government Agencies for which we have executed/undertaken the works/ services during the last _____year(s).

I, hereby, further declare that all the above information declared hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found to be false, by the WBPDC, the WBPDC shall be at liberty to take any action as deemed fit at my/our sole risk and cost.

The information furnished by us in this EOI is true, correct and accurate to the best of our knowledge.

We do hereby declare that the Pond Ash, if allocated to us, shall be used in as per MoEF&CC notification and policy in environment friendly manner, at our cost and risk.

I,.....,on behalf of(name of the buyer) hereby undertake, utilization / ensure utilization of the fly ash, issued by **STPS ,WBDCL**, for following Ash Utilization Avenues only, as identified in extant MOEF & CC Notification.

- a) Fly ash-based products viz. bricks, blocks, tiles, fibre cement sheets, pipes, boards, panels;
- b) Cement manufacturing, ready mix concrete.
- c) Construction of road and fly over embankment, Ash and Geo-polymer-based construction material;
- d) Construction of dam.
- e) Filling up of low-lying area.
- f) Filling of mine voids.
- g) Manufacturing of sintered/ cold bonded ash aggregate.
- h) Agriculture in a controlled manner based on soil testing.
- i) Construction of shoreline protection structures in coastal districts.
- j) Export of ash to other countries.

Sincerely yours,

On behalf of the firm/company/organization:

Signature: _____

(Person signing the EOI and supporting documents should be an Authorized Signatory supported by necessary Board resolutions)

ANNEXURE -I

(To be printed on the letter head of the interested party/agency and duly signed and stamped)

1.	Name of the company			
2.	Name and Communication Details			
3.	Full legal name of Bidder			
4.	Registered Office details			
I.	Address			
II.	Contact Telephone Nos.			
III.	Email ID			
IV.	Fax. Nos.			
V.	Person to be contacted			
5.	Kolkata office details			
I.	Address			
II.	Contact Telephone Nos.			
III.	Email ID			
IV.	Fax. Nos			
V.	Person to be contacted			
6.	Nature/status of candidate firm (whether sole Proprietary/ Partnership)/Private Limited/ Public Limited/Public sector)			
7.	Type of organization and its legal entity			
I.	In case of individual: Give his full name, address, place and nature of business.			
II.	In case of partnership firm: Give the names of all the partners and their addresses.			
III.	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.			
8.	Names of Responsible persons and their designation: (for handling all aspects of this tender/order)			
	Person	Designation	Based at	Telephone No./E-mail/Fax
I.				
II.				

III.				
9.	Power of Attorney/Letter of Authority (An attested copy to be enclosed in case the tender/ offer is signed by an Individual other than the sole proprietor)	Enclosed/Not enclosed		
10.	Authorisation & Alteration to Tender has been signed by person duly authorised/ empowered to do so	Yes/No		
11.	In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :			
12.	GST Registration details			
13.	PAN/TAN No.			
14.	Date of incorporation			
15.	Valid PF establishment code			
16.	ESI code (if applicable)			
17.	Annual Turnover of FY 2023-24			
18.	Networth of FY 2021-22, FY 2022-23,FY 2023-24			

SEAL OF COMPANY

Name :**Designation** :

Authorized Signature, Name & Designation

* Scanned self-attested copies of certificates/documents, as applicable to be submitted.

Authorized Signature, Name & Designation