

**EXPRESSION OF INTEREST (EOI) FOR “EXCAVATION AND EVACUATION OF POND ASH FROM THE ASH PONDS OF DPL (EXCEPT ASH POND NO.2)”**

**1.0 Objective of the scheme and the EoI :**

**The Durgapur Projects Limited** invites Expression of Interest (EoI), in accordance with the requirements of the Pollution Control and Environmental norms, from interested Organization/Company/Agency/Proprietorship Firm/Partnership Firm etc. having prior experience in lifting, transportation and disposal of ash (Fly Ash, Pond Ash, Bottom Ash)/earth/coal/coke/sand/stone chips/boulders/steel plant slag/ores/Power Plant mill rejects and other similar/dissimilar materials for excavation and evacuation of pond ash from the ash ponds of DPL (except Ash Pond No. 2) - **on free-of-cost basis.**

**Minimum Quantity of pond ash to be opted is 50,000 M.T. whereas the maximum quantity that can be opted for is capped at 6.00 lakhs M.T. Agencies may opt for any quantity within this range. Available quantity may fall short of the awarded quantity and DPL will not entertain any claim in this regard. Allotted quantity may also be less than that opted for and this decision is at the sole discretion of DPL.**

**The maximum time period allowed for lifting and transportation of pond-ash is 08 (eight) months. Agencies can opt for any lesser time.**

Period of contract is to be indicated by the bidder and if favoured with a Work Order the same has to be validated every month and the contract period is extendable on mutual agreement. DPL reserves the right to change/re-fix the quantity of Pond ash to be delivered and to allot pond-ash to several agencies - The maximum number of such agencies will be at the sole discretion of DPL.

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

Transportation of evacuated Ash and unloading at site/area/land arranged by the executing agencies should maintain pollution control stipulations. You have to abide by all statutory obligations of GOI, CPCB, WBPCB, MOEF, Central /West Bengal Motor Vehicles Rules and directives of National Green tribunal from time to time during the contractual period.

Executing agencies have to submit utilization certificate of the transported pond ash on monthly basis during the pendency of the contract.

The excavation, loading and transportation of pond ash shall be undertaken by the executors at their own cost and risk. Everything required for execution of the work shall have to be arranged by the executors at their own cost and risk.

**2.0 Facilities to be provided by DPL:**

Random sample weights may be taken as per decision of DPL.

### **3.0 EOI Applications:**

- a) The interested parties shall submit applications for the pond ash to be lifted mentioning quantity and time schedule for such lifting and disposal.
- b) Participants will be considered only on the basis of their supportive documents and the S/D submitted by them.

### **4.0 Eligibility Criteria:**

Participants in this EOI should meet the following eligibility criteria and shall submit supporting documents:

- a) The applicant can be an Individual (Proprietorship), company, partnership, trust, Association, or a society. As an evidence suitable documentary proof like partnership deed, Certificate of Incorporation, etc. shall be submitted.
- b) The applicant should possess valid Trade License and GST Registration certificates.
- c) Applicant must have sufficient capacity to deploy adequate number of dumpers, earth moving and excavation machinery, etc.

### **5.0 Submission of Security Deposit:**

**Amount of SD = Rs.1.00 X Quantity of desired Pond ash (in MT)** to be submitted in the form of D.D. to be deposited along with your EoI, which will be released after successful completion of the work and submission of utilization certificate(s), without accruing any interest. Any EoI without accompanying SD will be rejected and shall not be considered. D.D. to be drawn in favour of "The Durgapur Projects Limited" and payable at Durgapur.

The SD may be utilized by DPL to its maximum extent for any damages caused by the executing agency during the execution of the work. The SD may also be forfeited for non-execution of the work upto the stated quantum.

### **6.0 Other terms and conditions:**

#### **6.0.1 Termination of Contract :**

- a) 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 OR without assigning any reason whatsoever.
- b) Allocation may be terminated in case of failure to mobilize within 21 days from the date of issuance of the LOA.
- c) The permission will be withdrawn if you fail to comply with the MOEF&CC notifications or any other requirement of the Govt./DPL/other statutory bodies.
- d) DPL may also terminate the contract if it is found that the agency is the cause of obstruction of normal working for the other agencies who are working side by side in the ash pond area.
- e) The monthly off-take should be reasonable and if the executor fails to lift and transport a reasonable quantity of pond ash over any 02(Two) consecutive months then DPL may terminate the order and forfeit the S.D.

In all such cases of termination the Security Deposit will be forfeited by DPL.

#### **6.0.2 Delivery Schedule :**

- a) Random sample weights may be taken at the discretion of DPL.

b) The executor should depute authorized representative for coordination and taking delivery of Pond Ash.

c) DPL prefers the road mode of transport of excavated pond-ash. However, the agencies can ask for railway mode of transport and if such an arrangement is found to be beneficial for DPL and shall not hurt its interests, then the option may be explored. This option, however, shall not be an excuse in not fulfilling lifting and transporting the allotted quota of pond-ash. Should such arrangements for use of railway rakes are allowed, then the executors have to furnish a Bank Guarantee (B.G.) which shall be an instrument of protection for DPL against the non-fulfillment of the executors' liabilities to the Railways. The value of the B.G. will be ascertained at the material point of time of giving such a permission.

### **6.0.3 Pollution Control Measures :**

Transportation of evacuated Ash and unloading at site/area/land, arranged by the executor, should be done maintaining pollution control norms. The executor has to abide by all statutory obligations of GOI, CPCB, WBPCB, MOEFF&CC and directives of National Green Tribunal from time to time during the contractual period.

### **6.0.4 Utilization Certificate :**

Agencies have to submit utilization certificates of the evacuated pond ash on monthly basis during the pendency of the contract. DPL officials may visit your ash-utilization site(s) any time without any prior notice for inspection regarding proper utilization of pond ash.

### **6.0.5 Failure /Abandonment of work :**

In the event of failure to mobilize within 21 days from the date of placement of LOA, DPL will be at liberty to terminate the order and forfeit your Security Deposit.

### **6.0.6 DPL's right to Allotment of work :**

DPL reserves the exclusive rights to determine the quantum of pond ash allotted to each interested party and also to determine the maximum number of agencies that will be allowed to work in the ash-pond area. Since there isn't abundant space in the ash-pond area the number of agencies shall be kept limited as per the discretion of DPL. DPL also reserves the right to specify the locations from where pond ash is to be excavated and evacuated and the decision of DPL is final and binding on the executors.

**DPL reserves the sole right to determine the ranking of the parties (who may be awarded jobs of lifting of pond ash in terms of their rankings) based on the proposed quantum of pond ash to be lifted and the proposed period in which the ash is to be lifted.**

**The rankings will be arrived at by multiplying the proposed "quantity of pond ash" with the "inverse of the proposed time schedule (in uniform units)". Higher the score, higher the ranking and thus the preference. In case of tie, the work may be distributed equally among the consenting bidders. If none of the agencies are ready to accept reduced quantity, the bidder with higher credentials may be considered higher up in the rankings based on the value of single work/service of similar nature completed during the last 3 years.**

**If the offers/interests are not strictly in line with this EoI, then those would be summarily rejected by DPL and DPL shall not entertain any request and/or objection in this regard. Irrespective of the ranking DPL reserves the right to accept or reject any offer or award quantities to the agencies convenient to it.**

**The maximum time that the interested parties can choose is 08 (eight) months in which they have to lift and transport the opted quantity of pond ash.**

**The work cannot be sublet without the consent of DPL.**

**6.0.7 Indemnity clause:**

DPL shall not be held liable or responsible for any unforeseen incident including but not limited to injury/ death that may occur during lifting, transportation and disposal of pond ash.

**7.0 Submission of EOI:**

Interested parties may submit their "EOI" in writing along with the above mentioned SD by 15:00 hrs of 12.12.2022 super-scribing the cover with "Expression of Interest - Pond Ash, DPL" to :-

**Mr. Partha De, Sr. Mgr. (Contract Cell), Ph-9434713057  
4<sup>th</sup> Floor, Technical Building , The Durgapur Projects Limited, Durgapur-713201**

**Name of Contact person for any other query:**

**Mr. Prodipto Chatterjee [Ph-9434709215]**

## Format of letter for submission of Eol

To,  
Mr. Partha De, Sr. Mgr. (CC), Ph-9434713057  
Technical Building  
The Durgapur Projects Limited  
Durgapur-713201

Sub. : Application for the Proposal - Eol for excavation and evacuation of pond ash from the ash ponds of DPL (except Ash Pond No. 2).

Sir,

With reference to the Expression of Interest advertisement issued in [name of website/newspaper] on the captioned subject dated ..... we, [name of the applicant, depending on the nature of the firm] having examined the notice on the subject Eol and the stated scheme and understood and accepted its contents, hereby submit our application for the aforesaid Proposal. The application is unconditional and unqualified.

2. We are applying against the Eligibility Criteria as mentioned in the Eol notice.

3. We are a .....[nature of firm. If a Consortium, then the lead member shall apply. For the Consortium the names of the participating firms are ..... We certify that our Consortium may enter into a Joint Bidding Agreement as may be required].

4. We acknowledge that DPL will be relying on the information provided in the application and the documents accompanying such application, and we certify that all the information provided is correct.

5. We shall make available to DPL any additional information it may find necessary or require to supplement or authenticate the eligibility criteria as per the Eol notice.

6. We acknowledge the right of DPL to reject our application without assigning any reason or otherwise and hereby waive to the fullest extent, permitted by applicable law, our right to challenge the same on any account whatsoever.

7. We acknowledge that DPL reserves the right to cancel the Eol process at any time and that DPL is not bound to accept any application that DPL may receive.

8. We are be also submitting the S/D along with our Eol and agree to the terms and conditions related to the S/D as stated in the clause 5.0 of the of this notice.

9. We understand and accept that DPL can split the work amongst more than one agency and that in such eventuality work will be carried out with the agencies working in tandem in an amiable environment of work. We also understand and agree that DPL reserves the right to modify the allotted quantities of pond ash and the period of completion at any time.

10. Annexure "A" to be duly filled up.

In witness thereof, we submit the application under and in accordance with the terms of the Eol.

Thanking You  
Yours faithfully

(Signature, name and designation of the authorized signatory/lead member

**ANNEXURE-“A”**

**TO BE FILLED UP BY THE AGENCY**

**QUANTITY AND PERIOD OF TIME**

**FOR EXCAVATION, EVACUATION AND DISPOSAL OF POND ASH**

<b><u>QUANTITY IN MT</u></b>	<b><u>DURATION OF LIFTING</u></b>

**Note:** 1) Offer will be for excavation, loading, transportation, disposal of pond ash per M.T in environmentally sound and friendly manner observing all Statutory compliances of MOEF, WBPCB and Central /West Bengal Motor Vehicles Rules (including laying of earthen cover of required thickness in case of development of low lying areas)

2) Details of the Security Money [amounting to Rs.1.00 X Quantity of desired Pond ash] (in MT) favouring The Durgapur Projects Limited and payable at Durgapur:  
(Please state details of the S/D)

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(Name & Signature of Agency)

Seal: