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S.L. NO.

BEFORE THE NATIONAL GREEN TRIBUNAL  
EASTERN ZONE BENCH, KOLKATA

ORIGINAL APPLICATION No. 104/2021/EZ

TRIBUNAL ON ITS OWN MOTION

RE: EFFLUENT DISCHARGE BY THE  
RAGHUNATHPUR THERMAL POWER  
PLANT (T-WBHRC)

... APPLICANT(S)

-VERSUS-

DISTRICT MAGISTRATE &  
COLLECTOR, PURULIA & ORS.

... RESPONDENT(S)

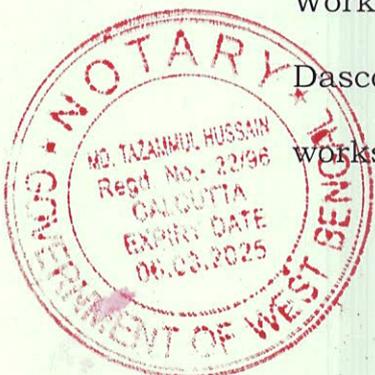


**AFFIDAVIT ON BEHALF OF THE RESPONDENT NOS. 5 AND 6**

I, Rajesh Kumar Shaw, son of Bijoy Kumar Shaw, aged about 51 years, by faith Hindu, by occupation Service, working for gain at DVC Towers, VIP Road, Kolkata – 700 054, do hereby solemnly affirm and say as follows:-

1. I am the Assistant Manager (Law) of the Damodar Valley Corporation (DVC). I am well acquainted with the facts and circumstances of the instant case. I have been duly authorized and am competent to make and affirm this affidavit for and on behalf of the Respondent Nos. 5 and 6 i.e. the Chairman, DVC and Chief Engineer-I & Project Head respectively.

2. I am filing this affidavit pursuant to the directions given by this Hon'ble Tribunal in its orders dated 18.02.2022 and 31.03.2022 respectively. I reserve my right to file a more detailed affidavit on behalf of the aforesaid respondents and to deal with the individual allegations made in the affidavits filed by the other respondents at the appropriate juncture, subject to leave of this Hon'ble Tribunal.
3. At the outset, I respectfully submit that the water/runny which was and/or is being discharged as a result of the operation of the Raghunathpur Thermal Power Station (RTPS) run by Damodar Valley Corporation (DVC) is not an effluent or sewage, rather it is overflow of clarified water and presently, with the installation of the temporary submersible pumps, even that discharged water has been arrested and is being recycled totally inside the Plant.
4. It is respectfully submitted that DVC has duly taken all appropriate and necessary steps to bring to an end, on permanent basis, the aforesaid discharge from the Plant and to ensure eradication of all seepage/overflow/spillover of the aforesaid plant water at RTPS. DVC had floated a public tender on 27.09.2021 for receiving offers from eligible contractors to construct RCC Drain, Settling Pond, Sump Pit, and Pump House along with installation of Pumps and other necessary works including Electrical and C&I Works. Pursuant to such tender, bids were received by DVC. After considering such bids, Work Order dated 21.01.2022 has been executed in favour of M/s Dascon Sourav Commercial Pvt. Ltd. for executing the aforesaid works. Under the work order, time is of the essence and the

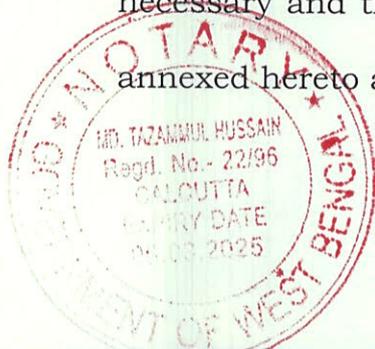


contractor is obliged to complete the entire works within a specific timeframe. As per the time fixed by the work order, the entire work is to be completed within 4 months. In this regard, a copy of the said work order is annexed hereto and marked with the letter 'A'.

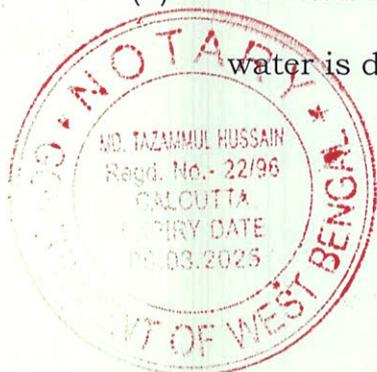
5. The Raghunathpur Thermal Power Station (RTPS), one of the major power projects in West Bengal is set up in barren and scarce irrigated land of Purulia District. The setting up of RTPS also had the socio economic purpose of industrialization and providing employment to a socially and economically backward and downtrodden area. The area where RTPS is situated touches the boundaries of two Legislative Assemblies, two Parliamentary Assemblies and three Community Development Block Areas under Raghunathpur Sub-division of Purulia District. The objective of setting up of the power plant was to achieve generation of 2520 MW thermal power through its four units in two phases of which phase - I (2 x 600) MW has been completed and is functioning. It is pertinent to mention that the RTPS has created employment and employment opportunities for local residents and, particularly, the marginalized and downtrodden people of the area who have been socially and economically kept out of the mainstream for centuries. The said power plant has been generating electricity and also shouldering its corporate social responsibility of launching different socio economic and infrastructural activities in surrounding villages. The Plant is operating after obtaining 'Consent to Operate' and 'Consent to Establish' from the West Bengal Pollution Control Board.



6. DVC had engaged a renowned testing agency, namely M/s. Mitra S. K. Pvt. Ltd. which is accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL) for carrying out testing of water at the point of discharge i.e. the exit drain at RTPS. A copy of the certificate dated 20.12.2021 issued by NABL to M/s. Mitra S. K. Pvt. Ltd. is annexed hereto and marked with the letter 'B'.
7. Pursuant to such engagement, the aforesaid agency drew samples on 30.12.2021 from two points of the exit drain i.e. one point inside the plant and the other being outside the plant. The said agency issued two separate reports on 12.01.2022, copies whereof are annexed hereto and collectively marked with the letter 'C'. It will appear from the reports that all the parameters are within the permissible limits as per CPCB (Inland Surface Water) specifications. It is respectfully submitted that apart from the aforesaid exit/discharge point at which tests have already been carried out by the aforesaid agency as aforesaid, there are no other routes through which spillage/discharge came out from the Plant.
8. It is pertinent to mention that the West Bengal Pollution Control Board (WBPCB) had summoned DVC for a hearing on 17.08.2021. DVC attended such hearing and later submitted an Action Taken Report. Considering such Action Taken Report, WBPCB on 26.11.2021 issued certain direction to DVC. I crave leave to refer to and rely upon the said Action Taken Report at the time of hearing, if necessary and the direction dated 26.11.2021 issued by WBPCB is annexed hereto and marked with the letter 'D'.



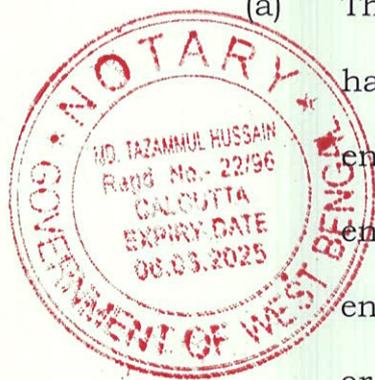
9. DVC, RTPS has already taken the following actions which are follows:-
- (a) The CAAQMS system for monitoring of Ambient Air Quality and stack emission on line has been installed and commissioned successfully. The data from the system is being transmitted directly to SPCB & CPCB.
  - (b) Dry Fly Ash (DFA) utilisation is being enhanced by entering into contracts with end users like cement and bricks manufacturers for taking DFA from Silos. Tender for transportation of DFA through bagging from Electrostatic Precipitator Hoppers has been floated. I crave leave to refer to the tender documents and e-auction documents at the time of hearing, if necessary.
  - (c) To arrest the discharge of surface water drain through the outlet located at the eastern side of the near Ghutitora More, a permanent scheme has been set up and put in place by DVC. The work order for same has been awarded to M/s Dascon Sourav Commercial Pvt. Ltd. on 21.01.2022. The site has been mobilized and the completion period of the same is 4 months. However, the water discharge has been arrested by installation of three numbers of high capacity submersible pumps within the plant boundary and the water is being reused in ash water system inside the plant.
  - (d) The ash water recovery system is fully functional and no ash water is discharged outside the plant at all.



- (e) There is absolutely no discharge water from the ash pond to nearby agricultural lands. This has been ensured by installing a running ash water recovery system.
- (f) The installation of FGD for both the units is in progress. The expected commissioning date of unit I is December 2022 and for unit II is May 2023.
- (g) A Bank Guarantee being No. 17212ILG000222 dated 10.01.2022 issued by Punjab National Bank for a sum of Rs. Twenty Lakhs has been submitted to WBPCB vide letter dated 12.01.2022 issued by DVC having validity of one year. In this regard, a copy of the letter dated 12.01.2022 along with copy of the bank guarantee is annexed hereto and marked with the letter 'E'.

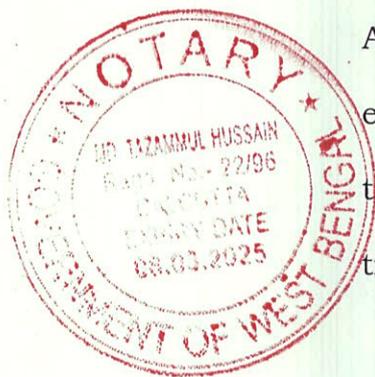
10. The respondent No. 3, being the WBPCB has filed an affidavit purportedly affirmed by one Subrata Ghosh on 15.02.2022 (hereinafter referred to as the said affidavit). DVC reserves its right to deal with the aforesaid affidavit in details, subject to leave by this Hon'ble Tribunal. However, for the moment, it is submitted as follows:

- (a) The environmental compensation assessed by the committee has no basis whatsoever. DVC, RTPS has not violated any environmental norms. DVC, RTPS has not polluted the environment and as such DVC, RTPS cannot be saddled with environmental compensation, whether to the extent as awarded or otherwise or at all.



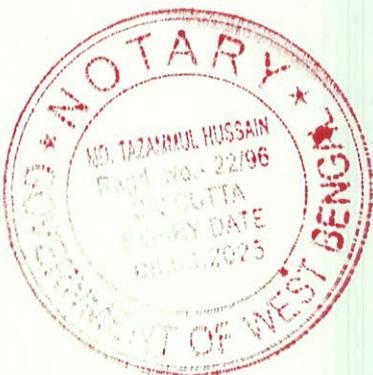
(b) The water analysis report filed by the WBPCB dated 24.12.2021 as Annexure I is not true and correct. The report does not mention any permissible limit of the parameters. From the report it does not appear that any of the parameters are not within the permissible limits. However, in the inspection report at paragraph 8.4, WBPCB has stated that TC (Total Coliform) and pH has purportedly exceeded permissible limits. With regard to TC, WBPCB has further stated that TC has exceeded due to discharge of domestic effluent. I say that there is no domestic effluent discharged from the RTPS plant. DVC, RTPS has submitted herein the Test Reports dated 12.01.2022 issued by a reputed NABL accredited agency wherefrom it would appear that all the parameters are within the permissible limits and the permissible limits are categorically mentioned in such reports. As per the report filed by DVC, the permissible limit for pH is 9 and I deny that the permissible limit for pH is 8.5 as stated by WBPCB in paragraph 8.4 of the inspection report. It is stated that no environmental compensation can be or should be levied upon DVC, RTPS in the given facts and circumstances mentioned above.

(c) The analysis reports of gaseous emission filed by WBPCB as Annexure II are also not true and correct. The real time stack emission data consists of SO<sub>x</sub>, NO<sub>x</sub> and particulate matter and the same are monitored by CPCB and WBPCB through online transmission on regular basis. I say that RTPS is maintaining



the requisite parameters. I crave leave to refer to the documents in this regard at the time of hearing, if necessary.

- (d) Moreover, the committee has not assessed the extent of purported damage to agricultural land especially with reference to soil fertility. The committee has relied upon a soil analysis report issued by the Office of the Agricultural Chemist; Government of West Bengal dated 31.12.2021. The report nowhere states that the lands are not fit for agriculture. In fact, the Committee, at page 7 of the Report, has recorded that the value obtained with regard to the parameters are not critical for germination. It is respectfully submitted that no pollutant has been leaked to the agricultural land and the committee has specifically stated in its report that the values obtained after the soil analysis are not critical for germination. Therefore, it is submitted that no environmental compensation can be or should be levied on the answering respondent.
- (e) Even assuming for the sake of argument alone, but not admitting that there has been any effluence caused by DVC, RTPS, it is stated that the formula used by the committee has no basis and also that the values taken on account of pollution index, number of days of alleged violation, factor in rupees, factor for scale of operation and location factor are not supported by any evidence. The committee has not given any basis as to why such values have been taken by the committee to be appropriate.



11. It is reiterated that DVC, RTPS has taken all requisite steps as per the directions of the WBPCB and also deposited the Bank Guarantee of Rs. 20 lakhs.
12. In the above facts and circumstances, it is humbly submitted that the original application be dismissed and the environmental compensation assessed by the Committee be set aside.
13. The statements contained in paragraph nos. 1 and 2 of the foregoing affidavit are true to my knowledge and the statements contained in paragraph nos. 3 to 11 are based on information derived from records and believed by me to be true and rest are my respectful submissions before this Hon'ble Court.

Prepared in my office

*Swarajit Roy*  
Advocate

*Fajim Kurnar Khan*  
Deponent is known to me

*Identified by me*  
*Swarajit Roy*  
Advocate

Solemnly affirmed and declared  
before me on Identification

*[Signature]*  
MD T. HUSSAIN, Notary  
City Civil Court  
Kolkata  
egd No 22/96 Govt. of W.B

26 APR 2022



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**DAMODAR VALLEY CORPORATION**  
**C&M Department**  
**DVC Towers, V I P Road, Kolkata – 700054**  
**Fax: 033-2355-6042**

No. DVC/C&amp;M/EM&amp;PC/RTPS/DRAIN/552995

Dated 21/01/2022

To,  
**M/s. DASCON SOURAV Commercial Pvt. Ltd.,**  
**289, Swamiji Sarani, Twin Tower,**  
**2<sup>nd</sup> Floor, Block-B, Kalindi,**  
**Kol-700048**

**Letter of Award (LOA)**

**Sub:** Letter of Award for "Construction of RCC drain, settling pond, sump pit and pump house alongwith installation of pumps and other necessary works including electrical and C&I works for controlling drainage of plant water at RTPS, DVC"

Dear Sir,

**1.0** This has reference to the following :

- (i) Your final offered price dated 20.01.2022 based on e-reverse auction dated 20.01.2022
- (ii) Your offer dated 06.01.2022 opened on 11.01.2022
- (iii) Corrigendum No. 1 dated 08.01.2022
- (iv) Bidding Document no. DVC/C&M/EM&PC/RTPS/DRAIN Dated 24.12.2021

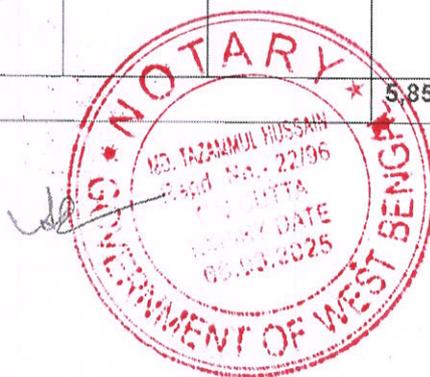
**2.0** We confirm having accepted your offer dated 06.01.2022, read in conjunction with all the specifications, terms and conditions of the Tender documents and correspondences as referred to in para 1.0 above.

**2.1** The complete scope under this LOA shall include "Construction of RCC drain, settling pond, sump pit and pump house alongwith installation of pumps and other necessary works including electrical and C&I works for controlling drainage of plant water at RTPS, DVC" as per scope and provisions of the tender document no. DVC/C&M/EM&PC/RTPS/DRAIN dated 24.01.2022 and its Amendments, Clarifications, Corrigendums, Errata and correspondences as referred to in para 1.0 above (hereinafter referred as the 'Contract').

**3.0** **Contract Price :**

The total Contract Price for the subject work under this LOA shall be **INR 5,85,00,000/- (Rupees Five Crores Eighty Five Lakhs only)** inclusive of all taxes, duties, levies, cess etc. including BOCW cess, but only exclusive of Goods and Services Tax on the direct transactions between the Employer and the Contractor. The breakup of Contract Price is given below:

Sl. No.	Description	Qty.	Unit	TOTAL Price (in INR)
1.	Construction of RCC drain, settling pond, sump pit and pump house alongwith installation of pumps and other necessary works including electrical and C&I works for controlling drainage of plant water at RTPS, DVC	1	LOT	5,85,00,000/-
<b>GRAND TOTAL</b>				<b>5,85,00,000/-</b>



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**Note:** (i) The above Contract Price under this LOA shall be guided by the Price Part BOQs on rate contract basis and quoted rate annexed with this LOA (Annexure-I)

(ii) The rate Contract prices as mentioned in the Annexed BOQs shall be Firm & Fixed during the entire execution of the Contract and inclusive of all taxes, duties, levies, cess, etc. including BOCW Cess, but only exclusive of Goods and Services Tax on the direct transactions between the Employer and the Contractor and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer & the Contractor..

(iii) All payments will be released through RTGS/NEFT only

(iv) You have to declare the GST amount separately in your return and payment of GST to the statutory authority concerned is also to be made within due date as prescribed under respective Acts.

(v) You have to comply and indemnify DVC with all applicable GST laws, including GST acts, rules, regulations procedures, circulars & instructions thereunder applicable in India from time to time and to ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN

#### **4.0 Terms and Procedures of Payment:**

##### **A. TERMS OF PAYMENT :**

1. Payment under this Contract will be made on fulfilling the following: -

- (i) Acceptance of Letter of Award (LOA) and Signing of the Contract Agreement.
- (ii) Submission of an unconditional Bank Guarantee towards Performance Security in respect of Contract initially valid up to the end of defect liability period as specified in the Contract plus six (6) months claim period thereafter. However, in case of delay in completion, the validity of this Bank Guarantee shall be extended by the period of such delay.

2. Payment terms shall be as below:

- (i) 90 % of the Contract Price component against RA bills after satisfactory completion of work/service, on fulfilling the above clause 1. and on certification of Engineer-in-charge of DVC.
- (ii) Last 10% of the total Contract price shall be released after successful completion of the total works as per the scope of the Contract.

3. **Payment Terms for applicable GST**

GST as applicable for direct transaction between the Contractor & DVC shall be paid/released by DVC to the Contractor at actual including statutory variation, if any, on submission of tax invoices following the GST and/or other statutory taxes (taxes, duties, levies, cess, etc.) law, as applicable.

##### **B. PAYMENT PROCEDURES**

All payments to the Contractors will be released by the Employer through RTGS/NEFT only as per details of Bank Account indicated in the contract

In case of any changes to the bank account indicated in the contract, the contractor shall immediately inform the Employer. The Contractor shall hold the employer harmless and Employer shall not be liable for any direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in Bank details provided to the Employer in the prescribed form without information to Employer duly acknowledged



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Employer will make progressive payment within fifteen (15) days from the date of receipt of Contractor's Tax invoice alongwith all necessary supporting documents for such payment, provided the documents submitted are complete in all respects, following the Terms of Payment and on fulfillment of all the conditions laid down in the Terms of Payment of this NIT.

#### **5.0 Contract Period :**

Contract Period for completion of the facilities for subject work as per the specification shall be Four (4) months from the date of issuance of LOA (i.e, Zero Date).

#### **6.0 PERFORMANCE SECURITY (SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE):**

Within Thirty (30) days from the date of issuance of Letter of Award, the Contractor shall furnish performance securities for satisfactory execution of the orders for an amount equivalent to 3% of the ordered value in the form of Unconditional Bank Guarantee as per the format provided in the Tender documents (Form No.9 of VOL-I of the NIT ) from any Nationalised / Scheduled Bank (as per the list provided in Annexure-1 of VOL-I of the NIT) and should have validity up to the end of the Defect Liability Period as specified in the Contract plus six(6) months claim period thereafter. In case Bank refuses to issue BG having Claim Period separately, the validity period of the BG may be taken as the end of the Defect Liability Period plus six (6) months.

No payment, whatsoever will be made till the acceptance of SDBGs as per the terms of the Contract.

Notwithstanding the provisions specified, if a bidder after having been issued the Letter of Awards, either does not sign the Contract Agreements or does not submit the acceptable Performance Securities, the Bidder shall be suspended for 1(one) year and shall not be Eligible to bid for DVC tenders from date of issuance of suspension order.

#### **7.0 L.D Clause :**

The time remains the essence of the Contract and all deliverables under the Contract needs to be completed within the stipulated time schedule. The Contractor shall commence work on the Facilities from the date of Letter of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

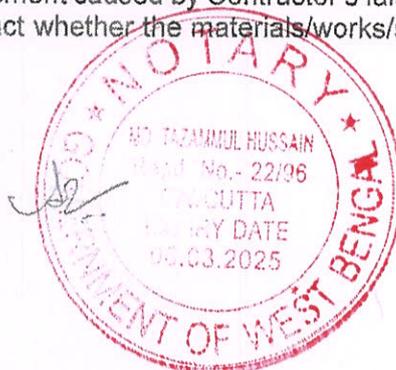
In case of delay in total Completion period of 4 (Four) months, for the reasons attributable to the contractor, DVC reserves the right to recover from the contractor, a sum equivalent to 0.5% of the value of the delayed work for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD).

In cases, where the works extend beyond the contractual completion schedule and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract.

Alternatively, DVC reserves the right to purchase / outsourced the material/works / service from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by DVC in procuring the material/ works/service by the above procedure.

Alternatively, DVC may cancel the Order/contract completely or partly without prejudice to his right under the alternatives mentioned above.

In the event of recourse to above alternatives, DVC will have the right to re-purchase/ outsource the stores/works & service, to meet urgency in requirement caused by Contractor's failure to comply with the completion of the work, irrespective of the fact whether the materials/works/service are similar or not.



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**8.0 Guarantee / Warranty / Defect Liability Period :**

The Contractors shall warrant that all materials supplied / worked / executed under this order shall be new, unused and conform to the owner requirements and specifications. The contractors shall guarantee the equipment / materials supplied / installed and work executed under this order up to the maintenance period defect liability period that is 12(Twelve) months from the date of completion. The Contractors shall agree to replace any material/redo the work, which has been found defective or fails to conform to the desired specifications free of cost to the Owner within the Guarantee /Warrant period/Maintenance /Defect Liability Period.

**9.0 INSURANCE**

The Contractor shall at his own expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the necessary insurance Policies till successful completion of the facilities for subject work. Upon grant of extension of time for completion by the Employer, the contractor shall promptly extend the insurance policies for the period of such extension.

**10.0 Construction Power & Water:**

Construction power shall be chargeable as per the prevailing rate at RTPS site, but for delay or not giving power supply connection by Employer, the Contractor shall make their own arrangements such as diesel generator sets etc., for power supply. No claim of any sort would be entertained by Employer on this account

**Construction Water:** Construction & Drinking water shall be chargeable

**11.0 Other Terms :** Other terms and conditions shall be as per the Tender Documents and correspondences as referred to in para 1.0 above

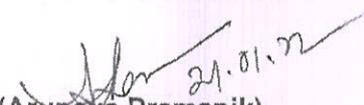
**12.0** You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us , as per the proforma enclosed with the NIT documents , on non-judicial stamp paper of appropriate value.

**13.0** This Letter of Award will be issued to you in duplicate .You have to return its duplicate copy within 10(ten) days from the date of issuance of LOA , duly signed and stamped on each page by the authorized signatory of your company as a proof of acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Thanking You,

Yours faithfully,  
For and on behalf of Damodar Valley Corporation

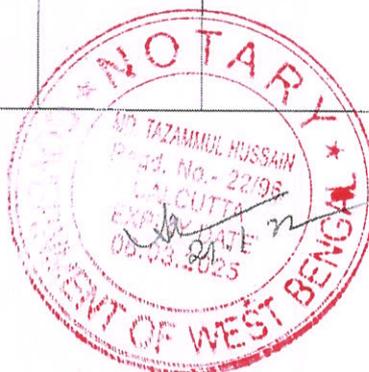
  
(Arunava Pramanik)  
Chief Engineer (E)-C&M,



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Annexure-I

Sl. No	Description of item	Unit	Quantity	Rate	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	cum	34340	147.5184	5065781.85
2	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-incharge. Ordinary rock	cum	22400	285.9112	6404411.31
3	Extra for every additional lift of 1.5 m or part thereof in excavation /banking excavated or stacked materials. All kinds of soil	cum	15265.00	73.3360	1119475.12
4	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials. Ordinary or hard rock	cum	27952.00	131.5007	3675706.56
5	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	cum	6490.00	204.6710	1328314.63
6	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in	cum	1361.00	178.1841	242508.56



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	depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.				
7	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	cum	23.00	1409.4554	32417.47
8	Banking excavated earth in layers not exceeding 20 cm in depth, breaking clods, watering, rolling each layer with ½ tonne roller, or wooden or steel rammers, and rolling every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing up, in embankments for roads, flood banks, marginal banks, and guide banks etc., lead upto 50 m and lift upto 1.5 m :All kinds of soil	cum	22400.00	381.7210	8550550.40
9	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:3:6 (1 Cement : 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size).	cum	371.00	5077.5152	1883758.14
10	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.(Note :- Cement content considered in this item is @ 330 kg/cum. Excess/	cum	124.00	6487.5814	804460.09



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	less cement used as per design mix is payable/recoverable separately).All works upto plinth level				
11	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size).	cum	1198.000	6261.2132	7500933.41
12	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more	KG	122645.00	67.7351	8307371.34
13	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	KG	1730.00	82.5401	142794.37
14	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin-charge. The sheet shall be fixed using self drilling / self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and	Sqm	31.000	509.0863	15781.67



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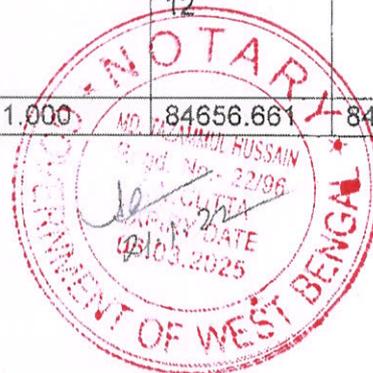
	shape wherever required				
15	Providing and fixing bolts including nuts and washers complete.	KG	27.000	104.2025	2813.46
16	Providing, laying, fitting, fixing and jointing with cement mortar (1:1), NP3 hume pipe complete (Earthwork in excavation and filling, concreting and masonry etc. to be paid separately).900 mm dia R.C.C. pipe.	metre	40.000	5824.0844	232963.38
17	Providing and laying Non Pressure NP-3 class (Medium duty) R.C.C. pipes including collars/spigot jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc.complete-450 mm dia RCC pipes.	metre	60.000	1885.1976	113111.80
18	Add for using extra cement in the items of design mix over and above the specified cement content therein.	QTL	25.000	546.1993	13654.98
19	Providing and fixing hand rail of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer. G.I. pipes	KG	593.000	128.1767	76008.78
20	Providing and fixing C.I. sluice valves (with cap) complete with bolts, nuts, rubber insertions etc. (the tail pieces if required will be paid separately) : 200 mm diameter Class II.	each	2.000	10851.592 3	21703.18
21	Centering and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns, etc. for mass concrete	Sqm	578.000	231.0792	133563.78
22	Centering and shuttering including strutting, propping etc. and removal of form for : Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	Sqm	13268.00	494.2812	6558122.96
23	Supplying and setting of boulders in position in the mesh including breaking, shaping, hand packing etc. complete for making bundle of boulders (payable on actual	Cum	25.000	2540.4588	63511.47



21.1.22

18

	volume of boulders set in position).				
24	Supplying, cutting to shape, wrapping, stitching etc. complete of 8/10 SWG wire mesh (150mm.x 150mm.) wires of 8 SWG along the length and that of 10 SWG along the width, for making boulder bundles including placement of the same in position as per the direction. (payable on the basis of actual area of the wire mesh used in the work).	Sqm	116.000	186.2192	21601.42
25	Brickwork with bricks of class designation 5 in foundation and plinth in Cement mortar 1:6 (1 Cement : 6 Coarse sand)	Cum	5.000	4726.9835	23634.92
26	Dry rubble pitching with stone boulder including hand packing complete for all leads and lifts.	Cum	240.000	1756.7417	421618.00
27	Carriage of materials by mechanical transport including loading, unloading and stacking up to 1 km. Soling stone	Cum	240.000	107.7096	25850.30
28	Complete set of Horizontal centrifugal Ash Slurry Pump assembly (Capacity 300 m <sup>3</sup> /hr, 20 Head m). (as per technical specification)	SET	2.000	914737.92 71	1829475.80
29	Vertical Slurry drainage pump assembly (Capacity 25 m <sup>3</sup> /hr, 10 Head m).(as per technical specification)	SET	2.000	478325.49 17	956650.98
30	200 NB ERW pipe, Thickness-9.52 mm(as per technical specification)	metre	180.000	2339.8446	421172.02
31	80 NB ERW pipe(as per technical specification)	metre	20.000	392.1028	7842.05
32	200 NB Knife-gate Valve (AS PER TECHNICAL SPECIFICATION)	NO	4.000	130863.79 5	523455.18
33	80 NB Check valve. (AS PER TECHNICAL SPECIFICATION)	NO	2.000	7586.6104	15173.22
34	80 NB Plug valve(AS PER TECHNICAL SPECIFICATION)	NO	2.000	3576.9437	7153.88
35	Pipe Fittings (Bend, fittings, U-Clamp etc.)(AS PER TECHNICAL SPECIFICATION)	LOT	1.000	339991.99 12	339991.99
36	Painting (AS PER TECHNICAL	LOT	1.000	84656.661	84656.66



19

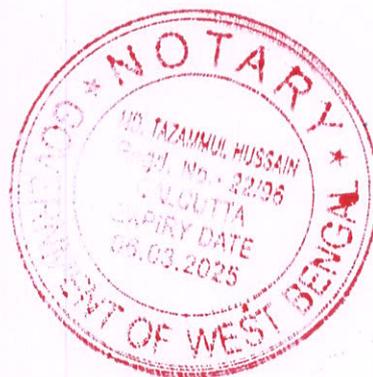
	SPECIFICATION)			4	
37	Vent Valves(AS PER TECHNICAL SPECIFICATION)	NO	4.000	11097.2498	44389.00
38	Considering 25% extra towards Installation, testing, commissioning etc of all Mechanical Supply items (ex-works)	NO	1.000	1057490.218	1057490.21
39	Supply of 3Cx50sq mm Al armoured power cable for 02 nos of 30kW, 4P Ash slurry Pp motor (as per technical specification)	metre	500.000	208.0734	104036.70
40	Supply of 3Cx16sq mm Cu armoured power cable for 02 nos of 3.7kW, 6P Drain Sump Pp motor(as per technical specification)	metre	500.000	59.1853	29592.60
41	Supply of 2Cx2.5sq mm Cu armoured cable for space heater of 02 nos of 30kW, 4P Ash slurry Pp motor (as per technical specification)	metre	500.000	36.9908	18495.40
42	Supply of 5Cx1.5sq mm Cu armoured control cable for 04 nos Pp motors as above at sl no (1) & (2) (as per technical specification)	metre	1000.000	122.4885	122488.40
43	Supply of LPBS near 04 nos Pp-motor (as per technical specification)	NO	4.000	4711.0966	18844.30
44	Considering 20% extra towards Installation, testing, commissioning etc of all Electrical Supply items (ex-works)	NO	1.000	58691.5396	58691.54
45	Level Switch (as per technical specification)	NO	4.000	13624.6659	54498.66
46	Pressure Switch(as per technical specification)	NO	4.000	2842.3616	11369.44
47	Pressure Gauge (as per technical specification)	NO	4.000	1654.9908	6619.96
48	Instrumentation cable (2PX 0.5 sqmm) (as per technical specification) . 2P cable has been considered for Pressure switch and 4P cable has been considered for Level switch. The tentative distance has been considered as 10 meter from each field instrument to LCP and 10 Meter has been kept as buffer for each type of Cable.	metre	50.000	46.8754	2343.77



20

49	Instrumentation cable (4PX 0.5 sqmm) (as per technical specification) . 2P cable has been considered for Pressure switch and 4P cable has been considered for Level switch. The tentative dstance has been considered as 10 meter from each field instrument to LCP and 10 Meter has been kept as buffer for each type of Cable.	NO	50.000	62.9280	3144.89
GRAND TOTAL(INR)				5,85,00,000/-	

*WJ*  
21.01.22





# National Accreditation Board for Testing and Calibration Laboratories

(A Constituent Board of Quality Council of India)

NABL / T-1567

20.12.2021

MOUSUMI SENGUPTA  
MITRA S.K. PRIVATE LIMITED  
BUILDING NO. P-48, UDAYAN INDUSTRIAL  
ESTATE, 3, PAGLADANGA ROAD  
KOLKATA, WEST BENGAL-700015  
Mobile: 9007002720  
E-mail: mousumis@mitask.com

Subject: Renewal of accreditation in accordance with ISO/IEC 17025 : 2017

Dear Sir,

I am pleased to inform you the renewal of accreditation in accordance with ISO/IEC 17025:2017 in the disciplines of Chemical and Biological testing (Including sampling) as per the scope (except Molecular Biology in Biological scope) recommended by the assessment team.

I am pleased to inform you the grant of FSSAI & Tea Board recognitions in the disciplines of Chemical and Biological testing as per the scope recommended by the assessment team.

I am pleased to inform you the grant of APEDA recognition in the disciplines of Chemical and Biological testing (Including sampling) as per the scope recommended by the assessment team.

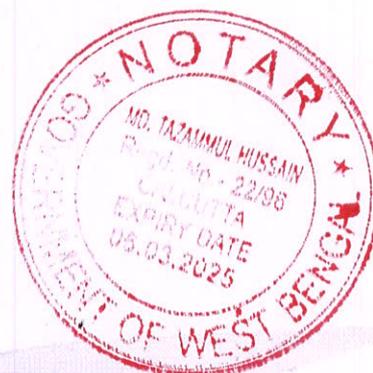
All the personnel proposed by the laboratory to report, review and authorize the results and for sampling are accepted with the following exceptions:

- Ms Piyali Ganguly & Mr Devottam Banerjee are not accepted for Food and Agricultural Products under Chemical discipline.

Accreditation certificate TC-6950 issue date 17.09.2021 and valid till 16.09.2023 with amendment A date 18.12.2021 will be issued soon.

Yours Sincerely,  
Vinay Kumar Tyagi  
vinay@nabl.qcin.org

NABL House, Plot 45, Sector 44, Gurugram 122 003, Haryana, India  
Tel. No.: +91-124-4679700 (30 lines) \* Fax: +91-124-4679799 \* Website: www.nabl-india.org



22

Mitra S. K. Private Limited

**TEST REPORT**

**Name & Address of the Customer :**  
**Damodar Valley Corporation**  
 Raghunathpur Thermal Power Station  
 Dist -Purulia  
 West Bengal-723133  
 India

Report No. :WB/ED-3561

Date : 12.01.2022

Sample No. : MSKGL/ED/2021-22/12/02870

Sample Description : Water

Sample Mark : DVC RTSPS Exit Drain Water  
(Point-1)

Sample Drawn by us on : 30.12.2021

Reference No.&amp; Date: As per email

**Analysis Result**

Sl. No.	Parameter	Unit	Limit as per CPCB (Inland Surface Water)	Result	METHOD
1.	Colour	Hazen	----	<1.0	APHA (23rd Edition) 2120B 2017
2.	Odour	----	----	Agreeable	APHA(23rd Edition)2150B
3.	pH value at 25° C	----	5.5 to 9.0	7.53	APHA(23rd Edition) 4500-H-B
4.	Copper (as Cu)	mg/l	3.0	<0.02	APHA (23rd Edition)3120B 2017 (ICP OES)
5.	Iron (as Fe)	mg/l	3	1.3	APHA (23rd Edition)3500 Fe B 2017
6.	Manganese (as Mn)	mg/l	2	<0.02	APHA (23rd Edition)3120B 2017 (ICP OES)
7.	Phenolic Compounds ( as C <sub>6</sub> H <sub>5</sub> OH)	mg/l	1.0	<0.001	APHA (23rd Edition)5530C 2017 (Chloroform Extraction)
8.	Selenium (as Se)	mg/l	0.05	<0.005	APHA (23rd Edition)3120B 2017
9.	Cadmium (as Cd)	mg/l	2.0	<0.001	APHA (23rd Edition)3120B 2017
10.	Cyanide ( as CN)	mg/l	0.2	<0.01	APHA (23rd Edition)4500 CN- F 2017
11.	Lead (as Pb )	mg/l	0.1	<0.005	APHA (23rd Edition)3120B 2017
12.	Mercury (as Hg )	mg/l	0.01	<0.001	IS 3025(Part 48)-1994; Rffm:2014
13.	Nickel (as Ni )	mg/l	3.0	<0.02	APHA (23rd Edition)3120B 2017
14.	Arsenic( as As)	mg/l	0.2	<0.005	APHA (23rd Edition)3120B 2017 (ICP OES)
15.	Total Chromium ( as Cr )	mg/l	2.0	<0.01	APHA (23rd Edition)3120B 2017 (ICP OES)
16.	Zinc (as Zn)	mg/l	5.0	<0.02	APHA (23rd Edition)3120B 2017
17.	Hexavalent Chromium (as Cr <sup>+6</sup> )	mg/l	0.1	<0.01	APHA 23rd Edtn-2017, 3500 Cr B
18.	Vanadium as V	mg/l	0.2	<0.2	APHA (23rd Edition)3120B 2017 (ICP OES)

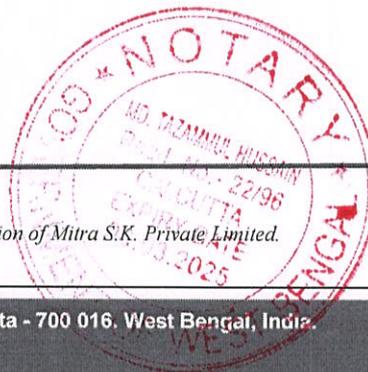
for Mitra S. K. Private Limited

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Sl. No.	Parameter	Unit	Limit as per CPCB (Inland Surface Water)	Result	METHOD
19.	Total Suspended Solid	mg/l	100	34	APHA(23rd Edition)2540D
20.	Temperature	°C	----	25	APHA 23rd EDITION,2550 B
21.	Biochemical Oxygen Demand	mg/l	30	9.6	APHA (23rd Edition) 5210B 2017
22.	Chemical Oxygen Demand	mg/l	250	40	APHA (23rd Edition) 5220B, 2017
23.	Oil and Grease	mg/l	10	<1.4	APHA (23rd Edition) 5520B 2017
24.	Ammoniacal Nitrogen (as N)	mg/l	50	<0.1	APHA (23rd Edition) 4500-NH3-F 2017
25.	Total Kjeldahl Nitrogen	mg/l	100	<0.3	APHA (23rd Edition) 4500- Norg-B,2017
26.	Sulphide (as S)	mg/l	2.0	<0.01	APHA (23rd Edition)4500 S2- D,2017
27.	Free Ammonia	mg/l	5.0	<0.1	APHA 23RD EDN 4500NH3-B(WITHOUT BUFFER),F
28.	Total residual chlorine	mg/l	1.0	<0.1	IS 3025 (Part 26)-1986 Rffm:2009
29.	Dissolved Phosphate (as P)	mg/l	5.0	0.23	APHA (23rd Edition) 4500- P B, D 2017
30.	Nitrate Nitrogen	mg/l	10	0.90	APHA (23rd Edition) 4500- NO3-E, 2017
31.	Particle of Suspended Solid	---	shall pass 850 micron IS Sieve	Pass	TPM/MSK/P&E/3/55
32.	Fluoride as F	mg/l	2.0	1.8	APHA (23rd Edition)4500 - F C/D, 2017

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Mitra S. K. Private Limited



## TEST REPORT

**Name & Address of the Customer :**  
**Damodar Valley Corporation**  
 Raghunathpur Thermal Power Station  
 Dist -Purulia  
 West Bengal-723133  
 India

**Report No. :** WB/ED-3562

**Date :** 12.01.2022

**Sample No. :** MSKGL/ED/2021-22/12/02871

**Sample Description :** Water

**Sample Mark :** RTSPS Exit Drain Water  
(Point-2)

**Sample Drawn on :** 30.12.2021

**Reference No.& Date:** As per email

### Analysis Result

Sl. No.	Parameter	Unit	Limit as per CPCB (Inland Surface Water)	Result	METHOD
1.	Colour	Hazen	----	<1.0	APHA (23rd Edition) 2120B 2017
2.	Odour	----	----	Agreeable	APHA(23rd Edition)2150B
3.	pH value at 25 <sup>o</sup> C	----	5.5 to 9.0	7.60	APHA(23rd Edition) 4500-H-B
4.	Copper (as Cu)	mg/l	3.0	<0.02	APHA (23rd Edition)3120B 2017 (ICP OES)
5.	Iron (as Fe)	mg/l	3	1.2	APHA (23rd Edition)3500 Fe B 2017
6.	Manganese (as Mn)	mg/l	2	<0.02	APHA (23rd Edition)3120B 2017 (ICP OES)
7.	Phenolic Compounds ( as C <sub>6</sub> H <sub>5</sub> OH)	mg/l	1.0	<0.001	APHA (23rd Edition)5530C 2017 (Chloroform Extraction)
8.	Selenium (as Se)	mg/l	0.05	<0.005	APHA (23rd Edition)3120B 2017
9.	Cadmium (as Cd)	mg/l	2.0	<0.001	APHA (23rd Edition)3120B 2017
10.	Cyanide ( as CN)	mg/l	0.2	<0.01	APHA (23rd Edition)4500 CN- F 2017
11.	Lead (as Pb )	mg/l	0.1	<0.005	APHA (23rd Edition)3120B 2017
12.	Mercury (as Hg )	mg/l	0.01	<0.001	IS 3025(Part 48)-1994; Rffm:2014
13.	Nickel (as Ni )	mg/l	3.0	<0.02	APHA (23rd Edition)3120B 2017
14.	Arsenic( as As)	mg/l	0.2	<0.005	APHA (23rd Edition)3120B 2017 (ICP OES)
15.	Total Chromium ( as Cr )	mg/l	2.0	<0.01	APHA (23rd Edition)3120B 2017 (ICP OES)
16.	Zinc (as Zn)	mg/l	5.0	<0.02	APHA (23rd Edition)3120B 2017
17.	Hexavalent Chromium (as Cr <sup>+6</sup> )	mg/l	0.1	<0.01	APHA 23rd Edtn-2017, 3500 Cr B
18.	Vanadium as V	mg/l	0.2	<0.2	APHA (23rd Edition)3120B 2017 (ICP OES)



for Mitra S. K. Private Limited

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 Tel. : 91 33 40143000 / 22650006 / 22650007 Fax : 91 33 22650008  
 Email : info@mitrask.com. Website: www.mitrask.com

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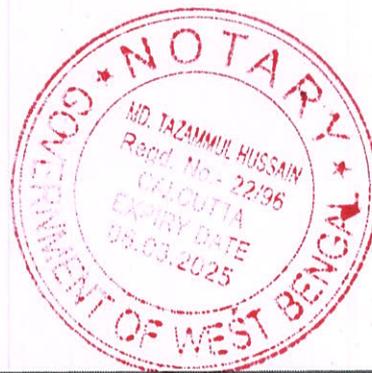
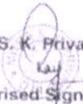
Mitra S. K. Private Limited



WB/ED-3562

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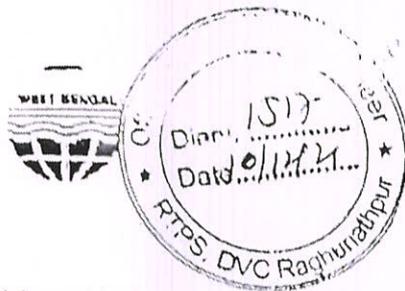
Sl. No.	Parameter	Unit	Limit as per CPCB (Inland Surface Water)	Result	METHOD
19.	Total Suspended Solid	mg/l	100	33	APHA(23rd Edition)2540D
20.	Temperature	°C	----	25	APHA 23rd EDITION,2550 B
21.	Biochemical Oxygen Demand	mg/l	30	4.8	APHA (23rd Edition) 5210B 2017
22.	Chemical Oxygen Demand	mg/l	250	24	APHA (23rd Edition) 5220B, 2017
23.	Oil and Grease	mg/l	10	<1.0	APHA (23rd Edition) 5520B 2017
24.	Ammoniacal Nitrogen (as N)	mg/l	50	<0.1	APHA (23rd Edition) 4500-NH3-F 2017
25.	Total Kjeldahl Nitrogen	mg/l	100	<0.3	APHA (23rd Edition) 4500- Norg-B,2017
26.	Sulphide (as S)	mg/l	2.0	<0.01	APHA (23rd Edition)4500 S2- D,2017
27.	Free Ammonia	mg/l	5.0	<0.1	APHA 23RD EDN 4500NH3-B(WITHOUT BUFFER),F
28.	Total residual chlorine	mg/l	1.0	<0.1	IS 3025 (Part 26)-1986 Rffm:2009
29.	Dissolved Phosphate (as P)	mg/l	5.0	0.22	APHA (23rd Edition) 4500- P B, D 2017
30.	Nitrate Nitrogen	mg/l	10	1.0	APHA (23rd Edition) 4500- NO3-E, 2017
31.	Particle of Suspended Solid	---	shall pass 850 micron IS Sieve	Pass	TPM/MSK/P&E/3/55
32.	Fluoride as F	mg/l	2.0	1.7	APHA (23rd Edition)4500 - F C/D, 2017

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 Tel. : 91 33 40143000 / 22650006 / 22650007 Fax : 91 33 22650008  
 Email : info@mitrask.com. Website: www.mitrask.com

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West Bengal Pollution Control Board  
 (Department of Environment, Government of West Bengal)  
 Paribesh Bhawan, Bldg. 10A, Block LA  
 Sector III, Bidhannagar, Kolkata 700 106  
 Tel: 2335-6730, 2335-9088/7428/8211/6731/0261/8861  
 Fax: (0091) (033) 2335-2813

Memo No.

-367/WPB/O&amp;E/2019

Date: /11/2021

**DIRECTION**

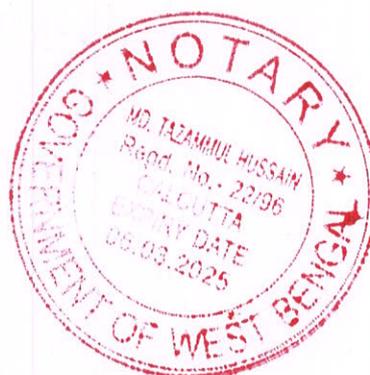
WHEREAS, M/s. Raghunathpur Thermal Power Station (RTPS), Damodar Valley Corporation (hereinafter referred to as the industry) located at Vill - Dumdumi, P.O. - Nildih, P.S. - Raghunathpur & Neturia, Dist. - Purulia, Pin - 723133 is a thermal power plant having 2 nos. coal fired boilers.

AND WHEREAS, the industry was inspected by the West Bengal Pollution Control Board (hereinafter referred to as the State Board) official on 29.07.2021 following a letter received from West Bengal Human Rights Commission in connection with a complaint of local farmers against pollution caused due to discharge of waste water from the industry resulting damages of their cultivation land. During inspection unit #2 was in operation. The following observations were made during inspection:

- As stated by the industry representative, the entire waste water is stored in guard pond inside the plant premises and the said water is utilized in ash slurry make up only. During inspection it was observed that the entire surface water is discharged through an outlet located on eastern end boundary of the industry. Due to heavy downpour the said area of the boundary wall had been damaged and large volume of effluent was noticed to be discharged from this point outside the boundary. As stated by the industry representative, the water flows upto a stretch of 2 km. through an earthen nullah before the meeting at Uthala Jore which ultimately meets river Damodar after 8 km.
- The industry has a proposal for recirculation of entire effluent from this outlet and also proposed that excess effluent will be discharged after treatment through its own drain.
- The industry has two ash ponds located on north western side of the unit. Ash pond overflow is recycled back to boiler through clarifier and utilized as make up water in ash slurry preparation. No discharge was observed from any ash ponds outside the plant premises.
- Dry fly ash is stored in 2 nos. of silos. Presently ash utilization is about 10%, as stated. The unit has a proposal to set up dry fly ash bagging and dispatch facility at ESP in recent future.
- Automatic ambient air quality monitoring station was non-functional. However online stack monitoring was in operation.
- Installation work of FGD is in progress. It is stated that the same will be completed by mid of year 2022.

AND WHEREAS, the inspecting official met the local people of village Ghutitora and Pathuridanga. They alleged that they are unable to do cultivation in their lands due to discharge of waste water from the plant through their lands. During inspection growth of bushes and grasses was noticed in lands just adjacent to cropped lands. It is quite apparent that the lands with bushes and grasses were not cultivated by the land owners for long period.

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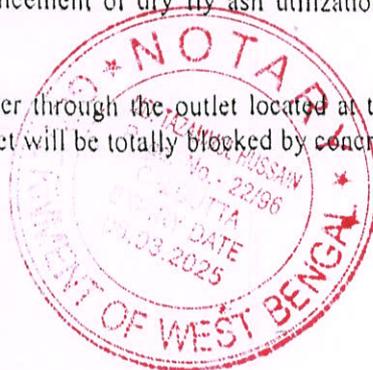
AND WHEREAS, the Consent to Operate of the industry is valid upto 31.10.2023. The Hazardous Waste Authorisation of the industry was valid upto 31.08.2019.

AND WHEREAS, the industry was called for a hearing on 17.08.2021 at the Head office of the Board. The representatives on behalf of the industry appeared in the hearing and submitted that they have taken necessary measures in order to comply with the environmental norms. In this regard, an action taken report has been submitted by the industry mentioning the following:

- Their dry ash generation quantity is around 14 LMT per annum and have arranged to sale dry fly ash of around 9.395 LMT from silos to cement manufactures.
- After recent commissioning of private railway siding of RTPS arrangement is also being made to auction another 2.303 LMT dry fly ash to be disposed off directly from ESP hoppers by bagging and transportation through rail rake.
- To increase quantum of dry ash utilization they also supply dry fly ash to brick manufacturers. Regarding utilization of pond ash they have approached to NAHI and NH 33 informed them about their requirement of 4 LMT in the construction work of Jamshedpur – Mahuliya section of NH-33 in Jharkhand.
- They have also approached to Coal India Authority for allocation of abandoned mines, low line areas etc. for dumping of pond ash.
- Specific water consumption is calculated taking into account the process water, cooling water, clarified water and domestic water consumption and also considering 80% recovery from ash ponds.
- Process water has been re-circulated within the plant and do not discharge any effluent outside the plant premises.
- Process effluent is accumulated in a guard pond and after treatment the neutralized water is recycled and reused in ash handling plant.
- Ash Water Recovery System is functional and recovery water from ash pond is recycled and reused in ash handling plant.
- A scheme has been undertaken to stop draining out of the storm / surface water discharge through the outlet which is located on the eastern side of the plant.
- Existing outlet no. 1 at the eastern side of the plant near Ghutitora more will be blocked totally by concreting.
- Storm water will be diverted by constructing concrete open surface drain within the plant boundary to a lagoon / sedimentation pond through oil water separator
- Construction work of FGD plant of both the units #1 & #II is under progress and it will be expected to be commissioned by April, 2022 and July, 2022 respectively.
- CAAQMS has been installed but the same is not functioning properly. They stated that it will be made functional by September, 2021.

NOW THEREFORE, considering the above, M/s. Raghunathpur Thermal Power Station (RTPS), Damodar Valley Corporation located at Vill – Dumdumi, P.O. – Nildih, P.S. – Raghunathpur & Neturia, Dist. - Purulia, Pin – 723133 is hereby directed as follows:

1. The industry shall always operate pollution control system efficiently to comply with the environmental norms.
2. The industry shall take necessary steps for enhancement of dry fly ash utilization so as to achieve 100% utilization.
3. The industry shall not discharge any surface water through the outlet located at the eastern side of the plant near Ghutitora more and this outlet will be totally blocked by concreting.



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L2

4. The industry shall always its Ash Water Recovery System be made functional and recovery water from ash pond shall be fully recycled and reused in the plant.
5. The industry shall ensure that no discharge of ash water from the ash pond into the nearby agricultural lands.
6. The industry shall immediately install Flue Gas Desulfurization (FGD) and submit a compliance report to the State Board.
7. The industry shall execute a **Bank Guarantee (BG)** (proforma enclosed) of Rs. 20,00,000/- (Rupees twenty lakh) only valid for twelve (12) months within fifteen [15] days from the date of issuance of this direction in favour of the **WEST BENGAL POLLUTION CONTROL BOARD (Union Bank of India IFSC Code UBIN0906638)** as an assurance to comply with the above direction as well as environmental norms.

The Senior Environmental Engineer & In-Charge, Asansol Regional Office of the Board is requested to keep a strict vigil on the industry. In case of further non-compliance, the Board will take strict regulatory action against the industry like forfeiture of Bank Guarantee (BG), imposition of Environmental Compensation (EC) and Closure order with Disconnection of Electricity.

This direction is issued in exercise of the powers conferred under the provision of Section 33A of Water (Prevention & Control of Pollution) Act, 1974, Section 31A of Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and Rules made thereunder after being approved by the Competent Authority.

By Order,

Sd/-  
**Chief Engineer**  
**West Bengal Pollution Control Board**

Memo No. 822(01)-367/WPB/O&E/2019

Date: 26/11/2021

Copy forwarded for information and necessary action to:

1. ✓ M/s. Raghunathpur Thermal Power Station (RTPS), Damodar Valley Corporation, Vill - Dumdumi, P.O. - Nilidih, P.S. - Raghunathpur & Neturia, Dist. - Purulia, Pin - 723133
2. The Senior Environmental Engineer, EIM Cell, WBPCB
3. The Senior Environmental Engineer & In-Charge, Asansol Regional Office, WBPCB.
4. The Senior Law Officer, WBPCB
5. The Finance & Accounts Manager (A), WBPCB
6. T.A. to the Member Secretary, WBPCB
7. P.A. to the Chairman, WBPCB
8. Technical Cell, WBPCB for updating the website.
9. Environment Officer- Communication, WBPCB - for circulation through float file.
10. Guard file of O & E Cell

  
**Chief Engineer**  
**West Bengal Pollution Control Board**





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**DAMODAR VALLEY CORPORATION**  
OFFICE OF THE CHIEF ENGINEER  
DUMDUMI, P.O- NILDIH, RAGHUNATHPUR, DIST-PURULIA-723133

No. RT/CE//EM&PC/726

Dated: 12/01/2022

To,  
The Chief Engineer  
West Bengal Pollution Control Board  
(Department of Environment, Government of West Bengal)  
ParibeshBhawan, Bldg. 10A, Block LA  
Sector III, Bidhannagar  
Kolkata-700106

**Sub:**-Submission of Bank Guarantee (BG) of Rs. 20,00,000/- ( Rupees Twenty lakhs only as an assurance to comply with the environmental norms

**Ref:** Your Memo no. 822(01)-367/WPB/O&E/2019 Dated 26/11/2021

Dear Sir,

This has reference to above. Enclosed please find herewith a Bank Guarantee (BG) in the prescribed format amounting to Rs. 20,00,000/- ( Rupees Twenty lakhs only) vide BG No. 17212ILG000222 dated 10.01.2022 having validity of 12 months as an assurance to comply with the environmental norms by RTPS, DVC as directed by you.

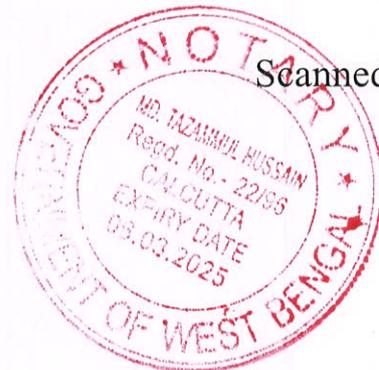
**Encl:** The original Bank Guarantee as stated above.

Yours faithfully,

*Sanjay Kumar Sinha*  
12/01/22

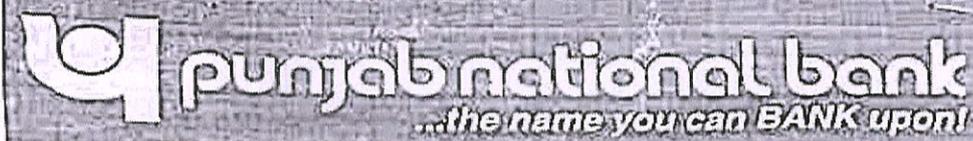
(Sanjay Kumar Sinha)  
Deputy Chief Engineer (Mechanical)  
EM&PC, RTPS, DVC

সম্পদ মুখ্য অভিযন্তা (যান্ত্রিক)  
Dy. Chief Engineer (M)  
RTPS, DVC.



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Phone : 033-22133169  
Email : bo172120@pnb.co.in

LCB SECOND FLOOR, UNITED TOWER, 11 HEMANTA BASU SARANI KOLKATA - 700001

Date: 11.01.2022

To  
WEST BENGAL POLLUTION CONTROL BOARD  
DEPARTMENT OF ENVIRONMENT GOVT OF WB  
SECTOR 03 BIDHAN NAGAR  
PARIBESH BHAWAN BLDG 10A BLOCK LA  
PIN 700106

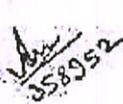
Dear Sir,

Please find enclosed extension to Letter of Guarantee No 17212ILG000222 Dated 10.01.2022 for amount of Rs. 2000000 ( Rupees Twenty Lakh Only) Valid Till 09.01.2023 Claim Period Upto 09.01.2023 issued at the Request of M/S DAMODAR VALLEY CORPORATION by this office under the joint signature of (1) Sh.Santosh Kumar De (Designation- Sr. Manager) (2) Amit Mukherjee (Designation-Manager).

This letter forms an integral part of Original Guarantee, where our liability under the Guarantee shall not exceed RS. 2000000 ( Rupees Twenty Lakh Only) Valid Till 09.01.2023 Claim Period Upto 09.01.2023 and We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before 09.01.2023.

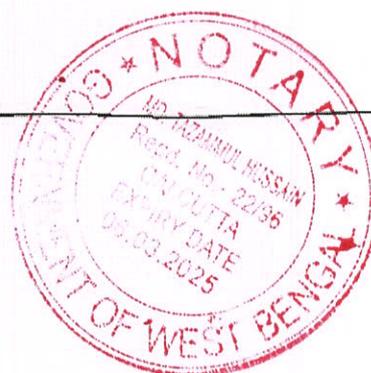
It is advised that in your own interest you may verify the genuineness of the guarantee from our controlling office at , 11 HEMANTA BASU SARANI, UNITED TOWER 4<sup>th</sup> Floor ZO CRMD Kolkata - 700001. Email: zokolcrmd@pnb.co.in

Yours Faithfully  
For Punjab National Bank.

  
358952  
Manager

  
41935  
Sr. Manager.

Copy to : 11 HEMANTA BASU SARANI, UNITED TOWER 4<sup>th</sup> Floor ZO CRMD Kolkata - 700001





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Date.....	10.01.2022
Valid upto.....	09.01.2023
Claim Expiry.....	09.01.2023

Officer authorized by this Board in this behalf any amount up to and not exceeding Rs.20,00,000/- (Rupees Twenty lacs) only to Board on behalf of Raghunathpur Thermal Power Station, DVC, Raghunathpur, Purulia

(hereinafter called the industry which term shall include its successor or assignee)

2. WHEREAS the Industry has under taken to complete the erection of Pollution Control System in all respect up to the satisfaction of the State Board and meeting the statutory norms under existing Environmental Acts and Rules. We PUNJAB NATIONAL BANK, Large Corporate Branch, United Tower, 02nd Floor, 11 Hemanta Basu Sarani, Kolkata – 700001 (the guarantor bank) do hereby undertake to pay to the aboard an amount not exceeding Rs. 20,00,000/- (Rupees Twenty lacs only) as and when demanded by this Board within 1(one) year from the date of execution of Bank Guarantee.
3. We PUNJAB NATIONAL BANK, Large Corporate Branch, United Tower, 02nd Floor, 11 Hemanta Basu Sarani, Kolkata – 700001 hereby, undertake to pay this guarantee without any demur merely on a demand from the Board. However our liability under this agreement shall be restricted to an amount not exceeding Rs. 20,00,000/- (Rupees Twenty lacs only)
4. NOTWITHSTANDING anything contained herein:
  - a) Our liability under this guarantee shall not exceed Rs. 20,00,000/- (Rupees Twenty lacs only)
  - b) This bank Guarantee shall be valid up to one year i.e. 09.01.2023
  - c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 09.01.2023
5. We PUNJAB NATIONAL BANK, Large Corporate Branch, United Tower, 02nd Floor, 11 Hemanta Basu Sarani, Kolkata – 700001 lastly undertake not to revoke this guarantee during the currency except with the prior consent of the Board in writing.

On this day of... 11<sup>th</sup> JAN. 2022 .....

For PUNJAB NATIONAL BANK  
 Sr. Manager  
 LCB 2nd Floor, 11, Hemanta Basu Sarani, United Tower Kol-01

