

Date:- 31/10/2019

TO,

Public Information Officer

POWER GRID CORPORATION OF INDIA LIMITED
B-9 QUTAB INSTITUTIONAL AREA KATWARIA
SARAI NEW DELHI 110016 INDIA

KIND ATTN:- MR. SHRI K. SREEKANT JI
(CHAIRMAN & MANAGING DIRECTOR OF POWER GRID CORPORATION OF INDIA LIMITED)

SUBJECT:- Application under RTI Act

REGARDING PROJECT SITE -TOWER PACKAGE TW07 FOR + 800KV HVDC RAIGARH – PUGALUR TL
- POWER GRID CORPORATION OF INDIA LIMITED , YOUR CONTRACTOR :- TRANSRAIL
LIGHTING LIMITED

1. This moved to you under right to information Act 2005 as under:

- a. POWER GRID CORPORATION OF INDIA LIMITED has awarded the contract to M/s TRANSRAIL LIGHTING LIMITED., has the M/s The TRANSRAIL LIGHTING LIMITED right to sub-let the contract awarded to them by POWER GRID CORPORATION OF INDIA LIMITED in whole or any part of it?

If yes, is it mandatory to get the approval of POWER GRID CORPORATION OF INDIA LIMITED before sub-letting the work to any such sub contractors? Give details of sub-contractors for whom such approvals have been taken by The TRANSRAIL LIGHTING LIMITED at the time of awarding the contract.

- b. Does M/s TRANSRAIL LIGHTING LIMITED has engaged M/S ROYAL PILES at your **TOWER PACKAGE TW07 FOR + 800KV HVDC RAIGARH – PUGALUR TL**? If yes ,did TRANSRAIL LIGHTING LIMITED has taken approvals from POWER GRID CORPORATION OF INDIA LIMITED and follow all the prescribed norms before awarding contract to M/s ROYAL PILES or not? If Not, give reasons for such exemptions or favours to M/s TRANSRAIL LIGHTING LIMITED. Does POWER GRID CORPORATION OF INDIA LIMITED Trust take work guarantee , performance guarantee security deposit etc. Before or after awarding contracts to sub-contractors?

Especially in case of ROYAL PILES, were the above measures were taken into account or not?

- c. Whether such contractors, sub –contractors are required to engage all the equipments, materials etc.owned by them only, give details of their deployed equipments etc with proof of contractors/ sub-contractors` ownership.
- d. Whether they can hire them other parties as well to work at your site.

CS
Sh. Ramesh Lal / Sh. Kashwanth

6/11/19

- I. If yes, can they do it with or without the approval of POWER GRID CORPORATION OF INDIA LIMITED?
 - II. If the Approval of POWER GRID CORPORATION OF INDIA LIMITED is required, tell whether TRANSRAIL LIGHTING LIMITED / ROYAL PILES. has taken such approval before engaging any hired equipments, material etc. Give details of such hired equipments ,materials etc. brought by TRANSRAIL LIGHTING LIMITED at your site.
2. Does POWER GRID CORPORATION OF INDIA LIMITED has any right, lien or charge on equipments, materials etc. brought by their contractors / sub-contractors and if they can be treated as POWER GRID CORPORATION OF INDIA LIMITED assets?
 - a. If the assets deployed by such contractors / sub-contractors are not the asset of POWER GRID CORPORATION OF INDIA LIMITED, whether POWER GRID CORPORATION OF INDIA LIMITED is empowered to hold detain, or take as bait, the assets so hired and deployed by their contractor / sub-contractors? Mention the name and details of such holding authority.
 - I. In case POWER GRID CORPORATION OF INDIA LIMITED. Is empowered to hold, detain, take as bait the assets deployed by contractors / sub-contractors, mention the details of all such detainable assets.
 - II. Does POWER GRID CORPORATION OF INDIA LIMITED. Has the right to hold, detain, take as bait the assets deployed by their contractors / sub – contractors as a whole or only the equipments, materials owned by their contractors / sub-contractors only? Whether POWER GRID CORPORATION OF INDIA LIMITED. has the power to hold, detain, take as bait the assets hired by their contractors / sub-contractors also? Give details of such holding authority quoting the section and statute under which such power can be, or has been exercised.
 - III. Whether POWER GRID CORPORATION OF INDIA LIMITED. Is authorized to hold all the assets deployed by their contractors / sub-contractors, whether the same are owned or hired by their sub-contractors? If yes, give details of the persons so authorized and the sections and statute under which such powers are conferred to them.
 - b. Can POWER GRID CORPORATION OF INDIA LIMITED. Detain the equipments, materials etc. even after their contractor / sub-contractor de-hires (or not paid their dues on time) such material, equipments etc? if yes, give detail of the persons so authorized and the statute under which such powers are conferred to them.
3. Even if POWER GRID CORPORATION OF INDIA LIMITED. Has all the power to hold, detain, take as bait their contractors / sub-contractors' assets as mentioned in above clauses 1 and 2, you are requested to clarify the following points regarding the same:
 - a. Do the assets so detained, held, taken as bait etc, come under the purview of the Labour Act or not?
 - b. Does POWER GRID CORPORATION OF INDIA LIMITED. has the power to forcibly compel their contractors / sub-contractors to carry out additional work other than the originally awarded work?

- c. Is POWER GRID CORPORATION OF INDIA LIMITED. Empowered to grant leniency in performance of the contractual work by their contractors / sub-contractor by not honouring their contract clauses mentioned in their work orders?
- d. if some of your contractor / sub-contractor do not follow the contractual obligations under the work order issued to such contractor / sub-contractor, what steps POWER GRID CORPORATION OF INDIA LIMITED Is eligible to take against such defaulting contractor / sub-contractors?
- e. If there are lapses in performing the duties by the contractor / sub-contractor according to the awarded work contract/ order, what measures can be taken by POWER GRID CORPORATION OF INDIA LIMITED give details.
- f. If there are lapses on the part of employees of POWER GRID CORPORATION OF INDIA LIMITED in performing their duties in respect of compliance of work order terms & conditions by contractor / sub-contractors, what actions POWER GRID CORPORATION OF INDIA LIMITED. Can take against them? Mention the details of such actions and if any such action has been taken against any of POWER GRID CORPORATION OF INDIA LIMITED employees, give details of the same.
- g. If any deeds of POWER GRID CORPORATION OF INDIA LIMITED. Leads to any financial losses, physical or mental harassment to their contractor / sub-contract or the persons involved with POWER GRID CORPORATION OF INDIA LIMITED.'s contractor / Sub-contractors(attached as hirers to contractor / sub-contractors), who is liable to pay such losses/ damages? Mention the amount of damages, name of the persons responsible for paying the damages and the time schedule of such payments to the affected persons and enterprises.
- h. Who are responsible for work stalled due to staff / labour strikes or for any other reasons whatsoever may be etc. at **TOWER PACKAGE TW07 FOR + 800KV HVDC RAIGARH – PUGALUR TL** site. Who will pay idle charged for the period so lost causing huge financial losses to the concerned parties / contractors /suppliers etc? Did you paid / compensated such losses to all or some of the affected parties working for you or not till date? If paid, give details of date and amount of payment and name of the parties to which such payments have been made. If not why you have not compensations till now, give reasons with the name of the authority denying such compensations.
- i. As a government entity, what action POWER GRID CORPORATION OF INDIA LIMITED takes if their employees do not perform their duties as assigned to them properly, or found doing dubious, unlawful biased activity whether on their own or in collusion with someone? If you have taken any action against such of your **TOWER PACKAGE TW07 FOR + 800KV HVDC RAIGARH – PUGALUR TL** project's staff, mention the name of such persons, and the punishments given to them. And if you have not taken any action against them, give reasons.
- j. Does The TRANSRAIL LIGHTING LIMITED., abide by all the rules and regulations mentioned in their awarded work order by POWER GRID CORPORATION OF INDIA LIMITED? If yes mention whether all the terms of the agreement have been fulfilled by TRANSRAIL LIGHTING LIMITED. If not, give details of such unfulfilled contractual obligations with reasons and the persons of POWER GRID CORPORATION OF INDIA LIMITED responsible for doing the same. And if any actions have been taken against The TRANSRAIL LIGHTING LIMITED, give details of such employee and the actions so taken.
- k. Mention the duties and powers assigned to Mr. **MR. SHRI K. SREEKANT JI**

(CHAIRMAN & MANAGING DIRECTOR and the staff under him at **TOWER PACKAGE TW07 FOR + 800KV HVDC RAIGARH – PUGALUR TL** project site in details. Whether such duties have been performed properly by Mr **MR. SHRI K. SREEKANT JI**(CHAIRMAN & MANAGING DIRECTOR and his staff till now.

- i. Are there any lapses in the duties on the part of Mr. **MR. SHRI K. SREEKANT JI** (CHAIRMAN & MANAGING DIRECTOR or his staff at **TOWER PACKAGE TW07 FOR + 800KV HVDC RAIGARH – PUGALUR TL** project? If yes, what actions you have taken against such concerned persons. Give details with the amount of punishment.
- 4 Does TRANSRail LIGHTING LIMITED / ROYAL PILES require to take permission of every material equipments etc. deployed by TRANSRail LIGHTING LIMITED from POWER GRID CORPORATION OF INDIA LIMITED before entering and exiting such material ,equipments etc. at **TOWER PACKAGE TW07 FOR + 800KV HVDC RAIGARH – PUGALUR TL** site? If yes, whether the same has been complied ? If not, give reasons and the persons responsible for the same. Whether the gate passes for such equipments, materials etc. are issued / signed by TRANSRail LIGHTING LIMITED only, or by POWER GRID CORPORATION OF INDIA LIMITED only , or both?

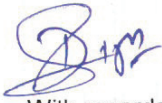
Is POWER GRID CORPORATION OF INDIA LIMITED. authorized to detain only the assets of TRANSRail LIGHTING LIMITED., or the assets of any person engaged in any way in this project without any prior lien on their assets so brought by anyone on TRANSRail LIGHTING LIMITED behalf without the payment liability by POWER GRID CORPORATION OF INDIA LIMITED to them directly or indirectly as per any clause in your awarded contract? Mention such contract clauses in details.
- 5 Has POWER GRID CORPORATION OF INDIA LIMITED got the implied power with them to harass the persons / firms / any other entities engaged in helping the deployment and building infrastructural growth of our country in such a crucial recession time by just signing any contract anytime anywhere whatsoever may be? Mention details of such empowering acts or statutes especially in respect of **TOWER PACKAGE TW07 FOR + 800KV HVDC RAIGARH – PUGALUR TL** Project.
- 6 Has POWER GRID CORPORATION OF INDIA LIMITED taken the required work guarantee / performance guarantee from TRANSRail LIGHTING LIMITED before executing the awarded contract at **TOWER PACKAGE TW07 FOR + 800KV HVDC RAIGARH – PUGALUR TL** project?

- a. If not, state the reasons of such waivers along with details of the persons, authority responsible and involved.
- b. If yes, mention if such guarantees and the equipments, materials etc. owned by TRANSRail LIGHTING LIMITED are not sufficient to bind TRANSRail LIGHTING LIMITED for completion of the awarded contract by POWER GRID CORPORATION OF INDIA LIMITED rust instead of holding additional assets other than the assets brought and owned by TRANSRail LIGHTING LIMITED.? Give reasons for such kind of insecurity on the part of your credibility on such a prestigious project. Also give reasons why POWER GRID CORPORATION OF INDIA LIMITED awarded work contracts to such contractor / sub-contractors with whom POWER GRID CORPORATION OF INDIA LIMITED doesn't feel safe and secure in respect of completion of work resulting in holding assets brought by them.
- c. As per the work order / contract awarded to M/s TRANSRail LIGHTING LIMITED, give details of the balance work including the value of such work to be done by M/s TRANSRail LIGHTING LIMITED till now.

Also give detail of the payments pending to M/s TRANSRAIL LIGHTING LIMITED by you till date for your **TOWER PACKAGE TW07 FOR + 800KV HVDC RAIGARH – PUGALUR TL.**

The required fee of Rs. 10 is enclosed herewith by way of postal order no. 49 F 5 5 6 6 7 6 _favoring POWER GRID CORPORATION OF INDIA LIMITED, drawn by Faridabad post office.

Thanking you and requesting an early response on our email id info@aggconequipments.in too as surety of receiving email / reply.



With regards,

Deepika Singh Rajput

House No-1333

LGF, SECTOR 28

FARIDABAD

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