

Ref. No. POWERGRID/NR-3/RTI/20-21/03

Date : 30.06.2020

To,
Sh Ankit Kohli
70, Golf Links, 1st Floor, New Delhi-110003
Mob. No. 7999787575

Sub.: Regarding Information sought vide communication dated 03.06.2020 under RTI Act, 2005.

Sir,

This has reference to your RTI application dated 03.06.2020 received at POWERGRID on 12.06.2020. In this regard, information sought by you is as under:

S. N.	Information sought	Information Provided
1.	That the Government of India had planned Accelerated Power Development & Reform Programme (APDRP) Schemes, for overall development of the Rural areas under its 10th Plan. Provide the copy of said APDRP Scheme 10th Plan.	This scheme is related to Ministry of Power Government of India. Desired information / details may please be obtained accordingly.
2.	Under the aforesaid APDRP scheme 10 th Plan, there was a Guidelines called 'Electrification of Villages & Rural Households for Grid Supply system' (P:RHhE). Provide such guidelines.	
3.	As per Applicant's knowledge, the work was executed under the authority of Rural Electrification Corporation Ltd. (RECL), New Delhi. If any, provide documents related thereto.	
4.	It appears that RECL floated the Tenders all over the country and in most of the States these works were executed through Power Corporation of the concerned States? Is it correct that the work was not executed under the authority of RECL? Let me know the exact process of RECL/MVVNL and Powergrid Corporation of India that has been followed for the tender/inviting bids.	Information sought does not fall under purview of RTI, Act 2005 as it pertains to other organization.
5.	It appears that in the States of Uttar Pradesh, the work was given to U.P. Power Corporation for execution through its Regional establishment MVVNL and/or any other state outfit? If yes, provide the documents related thereto	Information sought does not pertain to POWERGRID as it pertains to other organization.
6.	Is it correct that districts of Raebareli as well as Sultanpur were separated and therefore, the work was directly given by the Nodal Agency i.e. RECL and the State Unit MVVNL or by any other method to the Powergrid Corporation of India for execution in the year 2005-06 and /or preceding years, if any? Provide the copy of agreement and/or any such arrangement alongwith all its related correspondences and/or related thereto	POWERGRID implemented the above scheme in Raebareli & Sultanpur Districts on behalf of MVVNL. Copy of Agreement (four pages) is attached. (Annexure-A)

S. N.	Information sought	Information Provided
7.	While Powergrid Corporation of India was given authority and Powergrid called for tender there must be several correspondence between Powergrid and MVVNL for executing the project under the tender. Give all its related correspondences and/or related instructions.	Information sought by you is vague & voluminous. If any specific document is required, the same needs to be clearly mentioned.
8.	Is it correct that Powergrid Corporation of India invited bids for the implementation of APDRP scheme 10th Plan for the district Raebareli as well as Sultanpur and subsequently awarded four Awards(s) to Southern Petrochemical Industries Corporation Ltd.- SMO(SPIC-SMO). If yes please provide the Tender documents and four awarded Contracts.	POWERGRID invited the bids & floated the tender on behalf of MVVNL & accordingly Contracts (04 packages) were awarded to M/s SPIC-SMO. Total 265 no. of pages are there in these 04 contracts. Accordingly, aforesaid information can be obtained by paying Rs 530/-. (Photocopy charges Rs 2 per page)
9.	Who were given authority to Powergrid Corporation of India, before awarding the contract to SPIC-SMO? What was their role to play in APDRP scheme 10th Plan for district Raebareli and Sultanpur.	Question is not clear.
10.	Under the aforesaid award, who were responsible to make the payment to the contractors either Powergrid or State of U.P/MVVNL and/or any other Agency/Authority? What was the term and conditions for making the payment to the contractors/sub-contractors by Powergrid Corporation of India?	POWERGRID was to make payment to contractor M/s SPIC-SMO as per Contract provision, against the fund disbursed to POWERGRID by MVVNL. Detailed terms & conditions as per the contract.
11.	Is it correct that during the execution of work, certain payments were being made to contractors, in this regard- the money that were paid, how and when it was paid? Did Powergrid Corporation of India have ever ask the Government of Uttar Pradesh/MVVNL and/or any other concerned Agency/Authority to release the fund? Provide all these related documents /correspondences.	Information sought does not fall under purview of RTI, Act 2005.
12.	In this regard how much payment are/were being released to SPIC-SMO for the work executed for the district of Raebareli as well as Sultanpur as on date of the present RTI? Provide the details.	
13.	At present, whether any outstanding amount is due and payable to SPIC-SMO (now known as Mirador Commercial Pvt. Limited) for the work executed by them as per the award? If yes, since when and how much the amount is due and payable? Provide copy of invoices of SPIC-SMO submitted from time to time.	Information sought does not fall under purview of RTI, Act 2005. Regarding copy of invoices, the desired documents are quite voluminous and distributed in various old bound files. As such specific requirement, if any, needs to be mentioned.
14.	Who are/were responsible to make the payments to SPIC-SMO (now Mirador Commercial Pvt. Limited)?	POWERGRID was to make payments to its Contractors as per terms & condition of awarded Contract & as per fund receipt from MVVNL.



S. N.	Information sought	Information Provided
15.	Whether any Full and Final Reconciliation statement is signed between Powergrid Corporation of India and SPIC-SMO? If yes, provide the documents and/or all its related correspondences. Please tell the total amount due.	Attached. (Annexure-B)
16.	If any amount is due and payable to SPIC-SMO (now Mirador Commercial Pvt. Limited), then what steps have been taken by Powergrid Corporation of India to release the said payable amount? Provide the documents and its all related correspondences.	Question is vague/ does not fall under the purview of RTI Act.
17.	With regard to the issue of release of amount due and payable to SPIC-SMO (now Mirador Commercial Pvt. Limited) whether any correspondence and /or any documents are/were exchanged between Powergrid Corporation of India and the State of U.P and/or any other concerned Agency/Authority.	

Address of First Appellate Authority:

Sh. Sanjai Gupta
 Executive Director, Northern Region – III
 Power Grid Corporation of India Limited
 12, Rana Pratap Marg, Lucknow – 226 001 (U.P.)
 Tel: 0522 – 2205100

Thanking you,

Yours Sincerely,



(Kailash Kumar Gupta)
 Ch. GM (PESM) & Designated CPIO, NR-III
 POWERGRID, Lucknow

AGREEMENT

THIS AGREEMENT is made on this 12th day of January 2005 between Madhyanchal Vidyut Vitran Nigam Limited, a company wholly owned by Govt. of Uttar Pradesh, having its registered Office at 4 A, Gokhle Marg Lucknow - 226001 (herein referred to as "MVVNL" or "Owner" which expression shall include its administrators, successors, executors and permitted assigns) of the One part

And

Power Grid Corporation of India Ltd., a Company incorporated under the Companies Act, 1956, having its registered Office at B-9, Quab Institutional Area, Katwaria Sarai, New Delhi - 110 016 (hereinafter referred to as "POWERGRID" which expression shall include its administrators, successors, executors and permitted assigns) of the Other part.

(POWERGRID and "MVVNL" are hereinafter individually referred to as the 'Party' and collectively as 'Parties'.)

WHEREAS, "MVVNL" has appointed POWERGRID to provide necessary services for formulation development, approvals and implementation of APDRP schemes in two districts, namely Raebareilly and Sultanpur of Uttar Pradesh, sanctioned vide order no 7/26/2002-APDRP dt 18th OCT. 2004 of Ministry of power, Government of India. And Whereas POWERGRID has consented to undertake turnkey execution of the above project on COST -PLUS basis on behalf MVVNL on the terms & conditions stipulated herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

For the purpose of this Agreement, the terms used herein shall unless repugnant to the context thereof shall have the meaning assigned to them as under:

1.0 DEFINITIONS:-

- 1.1 "Agreement" means these conditions and all other documents expressly annexed thereto or incorporated therein and intended to form part of the contractual relationship between the Parties.
- 1.2 "Cost Plus" shall mean actual executed cost of the Project plus consultancy fee as payable to POWERGRID to the extent of 12 % on the actual executed cost of the Project and service tax as applicable.
- 1.3 "Engineer" shall mean the officer(s) of Madhyanchal Vidyut Vitran Nigam Ltd, nominated to act as co-coordinator(s) for works and to be associated with its execution to verify the progress.
- 1.4 "Project Manager" shall mean the official nominated by POWERGRID in writing, who shall be responsible for co-ordination with the owner and for all activities concerning the execution of the Project till its handing over to the owner.
- 1.5 "Site" shall mean and include the land & other places at which the Project and related facilities are to be constructed and any adjacent land, path etc., which may be allocated or used by the Owner/POWERGRID/Contractor in performance of work under this Agreement.
- 1.6 Words denoting singular only shall also include plural and vice-versa, where the context so requires.

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2.0 SCOPE OF WORK :-

Scope of work shall include efficient implementation of the projects of strengthening of sub transmission and electricity distribution systems of the districts of Raibareli and Sultanpur of Uttar Pradesh as approved by Ministry of Power, Govt. of India Vide their order number 7/26/2002-APDRPdt...18th OCT. 2004. under APDRP.

3.0 WORKING PROCEDURE :-

3.1 POWERGRID shall provide the services for implementation of above projects including procurement of material, erection, testing and commissioning as per standard practices and norms acceptable to POWERGRID and MVVNL. For this purpose the bidding documents would be jointly vetted before issuance of NIT.

3.2 To enable POWERGRID to discharge its function in a smooth and efficient manner "MVVNL" shall issue necessary authorization in favour of POWERGRID to act on behalf of Owner for the scope of services under this Agreement and also provide all other necessary help as required by POWERGRID from time to time.

4.0 PROJECT COST :-

4.1 Estimated Cost of the Projects is Rs. 55.83 Crores. Rs. 27.75 Crores for Raebareli district and Rs. 28.08 Crores for Sultanpur district (Abstract of Estimated Cost for Raebareli district and Sultanpur district is enclosed as Annexure I & II respectively).
Cost estimate shall be worked out afresh before tendering and the same shall have the consent of MVVNL, before issue of NIT by POWERGRID.

4.2 The Project will be executed by POWERGRID on behalf of Owner on Cost Plus Basis i.e. actual cost of project present & future taxes, duties and levies plus consultancy fees & applicable Service Tax and Education cess upto commissioning and takeover of the project. In case of increase in estimated cost during execution, POWERGRID shall prepare revised cost estimate and submit to MVVNL for approval by Govt. of India and release of funds including consultancy fee.

5.0 TERMS OF PAYMENT:-

The payment to POWERGRID shall be released as under:-

5.1 Lump sum payment of Rs. 6.0 crores (RUPEES SIX CRORES) along with 12 % consultancy fee and 10.2 % service tax on consultancy fee, as mobilization advance to POWERGRID before release of NIT by POWERGRID.

5.2 All other payment terms shall be discussed and mutually agreed. MVVNL has however suggested that payment terms to the contractor and POWERGRID should be based on activity wise completion.

6.0 TIME SCHEDULE:-

POWERGRID shall complete the work within 18 months from the date of signing of this Agreement or release of first installment whichever is later and subject to MVVNL fulfilling all its obligations as owner.

7.0 FORCE MAJEURE :-

The Parties shall ensure due compliance with the terms of this Agreement. However, no

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Party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as fire, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God and any other reason beyond the control of concerned Party. But any Party claiming the benefit of this clause shall satisfy the other Party of the existence of such an event and give written notice of 15 days to the other Party to this effect.

8.0 TAKING OVER:-

POWERGRID shall intimate MVVNL as soon as the works have been completed (except in minor respects that do not affect their use and / or cause serious risks) and MVVNL shall issue a certificate to POWERGRID Site- in-Charge (herein called the Taking Over Certificate) in which they shall certify the date on which the work have been completed and passed commissioning tests, if any.

9.0 PERFORMANCE:-

- 9.1 POWERGRID shall suitably incorporate the provision of Performance Guarantee clause in their turnkey contracts agreement with contractors valid for a period of 12 calendar months commencing immediately after commissioning of the Project, which will be enforceable by owner.
- 9.2 However in case MVVNL requires any services during O& M, a separate bilateral agreement on payment basis would be mutually discussed and agreed.

10.0 TERMINATION OF AGREEMENT:-

In the event when the Parties mutually agree to terminate the Agreement, on account of Force Majeure or any other reasons, the termination shall take effect from the date and time to be agreed upon mutually and the payment due to POWERGRID shall be paid

10.0 SETTLEMENT OF DISPUTES & ARBITRATION

- 11.1 This agreement shall be governed by and construed in accordance with the laws of India.
- 11.2 Any dispute (s) or differences(s) arising out of or in connection with the contract shall to the extent possible, be settled amicably between the parties.
- 11.3 All dispute(s) or differences(s) between MVVNL and POWERGRID arising out of or in connection with this agreement that could not be settled under clause 11.2 above, the parties shall resolve the dispute(s) or differences in accordance with the arbitration procedures stipulated under arbitration and reconciliation Act 1996.
- 11.4 The place of arbitration shall be Lucknow or any other place mutually agreeable to the parties.
- 11.5 If any litigation /arbitration cases crop up due to various contract orders placed by POWERGRID in execution of the work, POWERGRID shall resolve the same themselves during pendency of this agreement, MVVNL shall provide necessary assistance if required. Cost of such litigation/ arbitration and liability arising out of the award thereof, if any, shall be borne by the MVVNL on behalf of the owner provided there is no lapse(s) on the part of POWERGRID.

12.0 AMENDMENTS :-

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This Agreement may be amended or modified if necessary by a written instrument signed by the Parties and the same shall be considered as an integral part of this Agreement.

13.0 EFFECTIVE DATE :-

This Agreement shall be deemed to have come into force with effect from the date of Agreement or payment of first installment whichever is later. All rights, obligations and responsibilities of Owner and POWERGRID shall be deemed to have commenced and accrued from the above date.

14.0 CORRESPONDENCE :-

14.1 All communications from "MVVNL" to POWERGRID shall be addressed to the Project Manager nominated by POWERGRID in writing for the purpose of this work.

14.2 All communications from POWERGRID to "MVVNL" shall be addressed to Engineer nominated by Madhyanchal Vidyut Vitran Nigam Limited (A Govt. of U.P. Enterprise), 4A, Gokhle Marg, Lucknow .

IN WITNESS WHEREOF the Parties hereto have fully executed these present through their duly authorized representatives on the Day, Month and Year mentioned above.

14.3 This agreement is subject to approval of UPCL / Govt. U.P.
FOR AND ON BEHALF OF
MVVNL

[Signature]
UDAKNARAYAN
M.D. 12/1/05

WITNESS:
[Signature]
I. K.K. AGARWAL
DGM 12/01/05

FOR AND ON BEHALF OF
POWERGRID
[Signature] 12/1/05
(H.L. TAYAL) (T.C. A. TAHILYANI)
AGM AGM

WITNESS:
[Signature]
I.-A.K. SINGH. 12/1
DGM

Subject to approval by UPCL / UP Govt

[Signature]
12/01/05

Annexure-B



08.05.14

**POWERGRID CORPORATION OF INDIA LIMITED,
FINAL Payment Reconciliation Statement. (FINAL)**

Name of Contractor :- M/s Mirador Commercial Pvt. Ltd.
Name of Work :- APDRP Works Associated with Raebareilly District
LOA No:- C-13408-S719A-3/LOA-I/1747 Dt 01.08.2005 & LOA-II/1748 Dt 01.08.2005
REC Project Code No:-

Sl. No.	DESCRIPTION	SUPPLY	F&I	ERECTION	PV - SUPPLY	PV - ERECTION	SERVICE TAX	TOTAL
A	LOA VALUE.	233292628	8296838	27565327				269154793
	FINAL AMEND	200418957	7185067	28339349				235943373
a	QTY Executed.	196849716	7016942	28152571	19441887	1623046	2199641	255283803
	Total QTY Executed.	196849716	7016942	28152571	19441887	1623046	2199641	255283803
B	PAYMENT RECEIVED							
B.1	ADVANCE	0	0	0				0
B.2	RA BILL	170290541	5686835	17223171	15148350			208246697
B.3	RETENTION							0
B.4	INCOME TAX		150149	468666				638815
B.5	WCT		267200	862606				1129806
	Sub Total	170290541	6004184	18574443	15148350	0	0	210017518
C	Balance Payable	26659175	1012758	9578128	4293537	1623046	2199641	45266286
C.1	RA BILL	7421361	336982	6567450	1620299	1623046	2199641	19768779
C.2	RETENTION	18942836	667996	2156512	2673238			24440582
C.3	W/hold Amount (B.S)	194978		834166				1029144
c.4	W/hold Amount 3(Fin.)		7780					7780
	Sub Total	26659175	1012758	9578128	4293537	1623046	2199641	45266286
D	DEDUCTION							
D.1	Recoveries							
F	Technical Deviation	1043035						1043035
G	BUILDING CESS		3370	65875		16230		85475
H	INCOME TAX		6740	131749		32481		170950
I	Differential UPTT@8.5%	409450						409450
J	WCT		13479	263498		64922		341899
K	Insurance	200000						200000
L	Compensation for accident			100000				100000
M	LD							0
O	Rico against Route Survey							0
D.2	Amount With hold.							0
D.2.1	BPL Connections> 1500							0
	Sub Total	1652488	23589	561122	0	113513	0	2350812
E	NET PAYABLE	24906687	985169	9017006	4293537	1509433	2199641	42915473

Accepted above in Full & Final settlement of LOA No:- C-13408-S719A-3/LOA-I & II/1747 & 1748 Dt 01.08.2005

[Signature]
Authorized signatory
For :- Mirador Commercial Pvt. Ltd.

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POWERGRID CORPORATION OF INDIA LIMITED.
FINAL Payment Reconciliation Statement.

FINAL

Name of Contractor :- M/s Mirador Commercial Pvt. Ltd.
Name of Work :- APDRP Works in Sultanpur District.
LOA No:- C-13409-5719A-3-18/1-1749 & 1750 Dt.12.08.2005
REC Project Code No:-



08.05.2014

Sl. No.	DESCRIPTION	SUPPLY	F&I	ERECTION	PV - SUPPLY	PV - ERECTION	SERVICE TAX	TOTAL
A	LOA VALUE.	238372865	8846234	31796568				279015667
	FINAL AMEND	209583295	8426797	39168968				257179060
a	QTY Executed.	200285312	7924042	38614867	20326120	1865616	1316913	
	Total QTY Executed.	200285312	7924042	38614867	20326120	1865616	1316913	
B	PAYMENT RECEIVED							
B.1	ADVANCE							0
B.2	RA BILL	178487477	6785007	23960536	12900180			222133200
B.3	RETENTION							0
B.4	INCOME TAX		183147	649077				832224
B.5	WCT		325263	1147258				1472521
B.6								0
	Sub Total	178487477	7293417	25756871	12900180	0	0	224437945
c	Balance Payable	21797835	630625	12857996	7425940	1865616	1316913	45894925
C.1	RA BILL	1923959	-207532	5933416	5149438	1865616	1316913	19961810
C.2	RETENTION	19836135	813157	2863145	2276502			25793939
C.3	W/held Amount Released(Fin.)	37741		56435				94176
C.4	W/held Amount Released(Fin.)	25000						25000
C.5	RAB - 06							0
	Sub Total	21797835	630625	12857996	7425940	1865616	1316913	45894925
D	DEDUCTION							
D.1	Recoveries							
E	Meter & Rbl Mat Devi.	785019	825					785844
F	Technical Deviation	1402996						1402996
G	BUILDING CESS			157873		18656		176529
H	INCOME TAX			198668		37312		235980
I	Differential LPTT @8.5%	431061						431061
J	WCT			397397		74625		471962
K	Insurance	37741	200000					237741
L	LD							0
H	Rico against Route Survey							0
D.2	Amount With hold.							0
D.2.1	BPL Connections>1500							0
	Sub Total	2656827	200825	753878	0	130593	0	3742113
E	NET PAYABLE	19141018	429800	12104118	7425940	1735023	1316913	42152812

Accepted above in Full & Final Payment of Rs. 42152812/- (Fourty Two Crores and Fifteen Lakhs and Eighty One Thousand Two Hundred Eighty Four) on 12.08.2005

Shiv K. Patil
28/5/14

Authorised Signatory
For :- Mirador Commercial Pvt. Ltd.
SHIV K. PATIL
(OFFICER IN CHARGE)