

**SPEED POST**

Ref. No. - PGCIL/ODP/RTI/UGL/2020/M-01/ **1438**

Date: 25-06-2020

To,

**Sh Pravat Kumar Jena**  
C/o. Biprabar Lenka,  
Plot No.-F/629, C.D.A Sector-6,  
Markat Nagar, Cuttack-753014, Odisha

**Sub. : Information sought under RTI Act, 2005.**

Sir,

This has reference to your RTI application dated 26.05.2020 for disclosing the information relating to Query raised in your RTI application related to Contract Agreement for Tower Package-A (Including supply of Insulators) for 132 KV Transmission Lines of OPTCL (Deposit work of OPTCL being executed by POWERGRID on cost plus basis) executed between PGCIL, New Delhi and JV of Utkal Galvanizers Ltd. and Jagabandhu Enterprisers (P) Ltd., Bhubaneswar vide contract Agreement No. C-45256-L368-3/G3/CA- I & I1/3135 & 3136 dtd. 12.10.2009.

In this regard we would like to submit the information against your query, as under:

Q.N.	Query	Information
1	Is PGCIL's procurement process guided by any specific Central Government policies or guidelines? If so, please provide details thereof.	The desired information sought for are in questionnaire form as such the same does not falls under the category of information as defined under Sec. 2(f) of RTI Act 2005.
2	Are there any standard procedure laid down for procurement under risk purchase tenders?	Further, we would like to inform that presently an arbitration proceeding between POWERGRID & M/s Utkal Galvanisers Limited is sub-judice and the same is in final stage.
3	Does PGCIL declare the estimated value while floating open tenders as well as tenders under risk purchase?	

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4	Is there any provision in the related guidelines to split the remaining part of the original (terminated) contract into multiple lots while inviting bids through risk purchase? If so, what are the considerations for such a decision?	--DO--
5	What procedures are followed during evaluation if the bid prices are higher than estimated prices for open tenders as well as risk purchase tenders?	
6	Does PGCIL apply the IEEMA pricing index formula to discover a fair bidding price against risk purchase tenders if the bid prices are disproportionately or inordinately higher than the original contract prices?	
7	Does PGCIL follow standard guidelines for granting extension for completion of projects or is there any scope of discretionary variation in extension granted against various projects?	
8	Can PGCIL change the scope of work and/or introduce any additional technical conditions which deviate from the original contract, while inviting, processing and awarding risk purchase tenders?	
9	What is the basis of granting extension for completion of contracts awarded under risk purchase if the original contract was terminated on grounds of delayed execution and due to PGCIL's refusal to grant extension of time for execution?	
10	If a contract awarded against "open tender bid process", which has been terminated by PGCIL on grounds of delayed execution, can subsequently be bid for & awarded under risk purchase against "limited tender process"?	
11	If a risk purchase based contract execution is delayed and is subjected to LD charges, does PGCIL reduce its claim against awardee of the original contract to the extent of the LD recovered against risk-purchase contract? If not, then on what ground?	

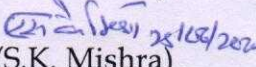
In case, if you are aggrieved with the aforementioned reply / information then you may prefer an appeal before the first appellate authority, the details of appellate authority is as under:

**Chief General Manager (I/C) (Odisha Projects), First Appellate Authority**  
**Power Grid Corporation of India Ltd**  
**Plot No.-4, Unit-41, Niladrivihar,**  
**Chandrasekharpur, Bhubaneswar-751021.**

This is for your kind information please.

Thanking you,

Yours faithfully

  
(S.K. Mishra)

CPIO & Sr.GM/ENGG/BBSR