

SPEED POST

Ref. No. - PGCIL/ODP/RTI/UGL/2020/M-02/ 1638

Date: 17-07-2020

To,

Sh Pravat Kumar Jena
C/o- Sh. 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 17.06.2020 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	Our Reply
1	Original Bill of Quantity for both Supply and erection awarded to JV of Utkal Galvanizers Ltd & Jagabandhu Enterprisers (P) Ltd, Bhubaneswar.	The information sought for under the RTI Act is exempted under Sec 8 (1) (d) & (e) of RTI Act being considered as commercial confidence and fiduciary relationship.
2	Exact item-wise supply & erection work completed as per Contract Agreement by Utkal Galvanizers Ltd. upto the date of cancelation of the order of Utkal Galvanizers by PGCIL.	Further, it is to inform that presently an arbitration proceeding between POWERGRID & M/s Utkal Galvanisers Limited is sub-judice before the Hon'ble Justice (Retd.) S.N.Aggarwal, Sole Arbitrator and the same is in final stage.
3	List of incomplete work for both supply & erection which could not be completed by J.V of Utkal Galvanisers Ltd. & Jagabandhu Enterprisers (P) Ltd, Bhubaneswar on the date of termination of the contract	As such information cannot be disclosed at this stage.
4	Item-wise Bills of Quantity for both supply & erection awarded to the various contractors to whom the offloaded contracts were awarded under risk and purchase, under multiple lots.	

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(Handwritten Signature)

5	Details of item-wise deviations if any in the scope of the supply & erection works awarded against each of the contracts under the risk purchase, vis-à-vis the incomplete work as per point No. 3 mentioned above, specifically relating to but not limited to soil conditions.	<p>The information sought for under the RTI Act is exempted under Sec 8 (1) (d) & (e) of RTI Act being considered as commercial confidence and fiduciary relationship.</p> <p>Further, it is to inform that presently an arbitration proceeding between POWERGRID & M/s Utkal Galvanisers Limited is sub-judice before the Hon'ble Justice (Retd.) S.N.Aggarwal, Sole Arbitrator and the same is in final stage.</p> <p>As such information cannot be disclosed at this stage.</p>
6	Whether under normal course, whether PGCIL pays a higher price for excavation of soil type of Dry Soil & Wet Soil -vs- Soft Rock, Dry Fissured Rock, Wet Fissured Rock & Hard Rock? If so, what is the average difference usually paid for CBM?	<p>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.</p> <p>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.</p>

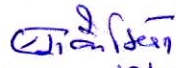
In case, if you are aggrieved with the aforementioned reply / information then you may prefer an appeal before the first appellate authority, the details of appellate authority is as under:

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

This is for your kind information please.

Thanking you,

Yours faithfully


17/07/2020
(S.K. Mishra)

CPIO & Sr.GM/ENGG/BBSR