

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

CIN No. L40101DL1989GOI038121



उत्तरी क्षेत्र, मुख्यालय, बी-9-कुतुब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली 110016-दूरभाष 26532934

Northern Region-1 Headquarters, B-9 Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 Tel:(011) 26532934

Ref: POWERGRID/NR-I/RTI/1796

Dt.:28.08.2019

To

**Shri Anil Kumar Sethi,
C-53, Sethi Colony, Agra Road,
Jaipur.**

Subject: Information regarding RTI application Dt.29.07.2019.

Sir,

This has reference to your RTI Application Dt.29.07.2019 received in our Jaipur Office on 05.08.2019 vide which you have required copy of Contract Agreement for the work of Construction of Roads and Drain from 400KV yard to Store Shed at Jaipur South Sub-Station awarded vide LOA Ref. No.NR1/JPR/C&M/WO/14-15/115/1301 dt.30.09.2014/08.10.2014. In this regard Copy of Contract Agreement is enclosed.

Postal Orders of Rs.10/- for filing of initial RTI application is only required. The Postal Orders of Rs.100x5=500/- is hereby returned in original:

Postal Order No.52H 342067=100.00
Postal Order No.52H 342068=100.00
Postal Order No.52H 342069=100.00
Postal Order No.52H 342070=100.00
Postal Order No.52H 342071=100.00

The detail of First Appellate Authority

Shri H.K.Mallick

Executive Director (NR-I), First Appellate Authority,
Power Grid Corporation of India Ltd., B-9, Qutub Institutional Area,
Katwaria Sarai, New Delhi-110016 Phone No.011-26560203

Please acknowledge the receipt of the same.

Thanking you.

Yours faithfully,

[आलोक]

मुख्य महाप्रबंधक (पी.ई.एस.एम)
एवं अधिकृत सी पी आई ओ, उ. क्षेत्र -1

Copy to: Sr. DGM(C&M): for information and records, please.
Chief GM (Vigilance), NR-I: for information please.



राजस्थान RAJASTHAN

AA 504596

This Agreement made this twentyth eight day of October month two thousand Fourteen (28.10.2014) between Power Grid Corporation of India Ltd., a company incorporated under the Companies Act, 1956, having its Registered Office at B-9, Qutab Institutional Area, KatwariaSarai, New Delhi 110016 (hereinafter referred to as the 'Owner' or 'POWERGRID' which expression shall include its administrators, successors, executors and permitted assigns) of the one part and M/S Sethi Construction Co. a company incorporated under the Companies Act, 1956 having its Registered Office at C-53, Sethi Colony, Agra Road, Jaipur [hereinafter referred to as the 'Contractor' (name of the Contracting Co.) which expression shall include its administrators, successors, executors and permitted assigns] of the other part.

WHEREAS POWERGRID desirous of works of Construction of Road & Drain from 400 Kv Yard to store shed with POWERGRID Jaipur south s/s invited bids against its Bid Specification No. NR1/JPR/C&M/Road & drain/14-15/04 dated 01/08/14

AND WHEREAS M/S Sethi Construction Co. had participated in the above referred bidding vide their Proposal No. NIL dated 28.08.2014 and awarded the Contract to M/S Sethi Construction Co., C-53, Sethi Colony, Agra Road, Jaipur on terms and conditions of the documents referred to therein, which have been acknowledged by M/S Sethi Construction Co., C-53, Sethi Colony, Agra Road, Jaipur resulting into "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1.0 Article

Certified true copy
विनोद

विनोद गोपालानी / Vinod Gopalani

व.उ.म.प्र. (सं व सा) / Sr. DGM (C & M)

पावरग्रिड, उ.क्षे.-1/POWERGRID, N.R.-1

भारत सरकार का उद्यम / (A Govt. Of India Enterprises)

की 1484 निम्नलिखित गोपनीय प्रताप स्टेडियम के पास

1.1 Award of Contract

POWERGRID has awarded the Contract to **M/S Sethi Construction Co. ,C-53 ,Sethi Colony ,Agra Road ,Jaipur** for the work of **Construction of Road & Drain from 400 Kv Yard to store shed at POWERGRID Jaipur south s/s** on the terms and conditions contained in its Letter of Award No. – **NR1/JPR/C&M/WO/14-15/115/1301 dated 30/09/14** and the documents referred to therein. The award has taken effect from aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the 'Contract Documents' referred to in the succeeding Article.

2.0 Contract Documents

2.1 The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

i) POWERGRID's Bidding Documents in respect of Specification No.-**NR1/JPR/C&M/Road & drain/14-15/04 dated 01/08/14** issued vide its letter No. Nil dated **12.08.14** consisting of Invitation to Bid, Instructions to Bidders, General Terms & Conditions of Contract, Special Conditions of Contract and all other Sections entitled "Conditions of Contract".

(Volume-I,1A,IB)

ii) POWERGRID's Technical Specifications

(Volume-II)

iii) **M/S Sethi Construction Co. ,C-53 ,Sethi Colony ,Agra Road ,Jaipur** Proposal No. NIL dated **28.08.2014** alongwith Bid Proposal Sheets, Data Requirements, payment terms and Work Schedules submitted by **M/S Sethi Construction Co.** entitled as "**BID PROPOSAL SHEET**"

(Volume-III)

iv) POWERGRID's Letter of Award No.**NR1/JPR/C&M/WO/14-15/115/1301 dated 30/09/14** duly acknowledged by "**M/S Sethi Construction Co.**".

(Volume-V)

vi) Quality Plans for manufacturing and field activities entitled 'Quality Plan'.

(Volume-VI)

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents (Vol. I & II) and what has been specifically agreed to by the Owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its Proposal (Vol-III) but not agreed to specifically by the Owner in its Letter of Award shall be deemed to have been withdrawn by the Contractor. For the sake of

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भारत सरकार का उद्यम/(A Govt. Of India Enterprises)
बी-4/184, चित्रकूट योजना, प्रताप स्टेडियम के पास

brevery, this agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement'.

3.0 Conditions & Covenants

3.1 The scope of Contract, Consideration, Terms of Payment, Price Adjustment, Taxes wherever applicable, Insurance, Liquidated Damages, Performance Guarantee and all other terms and conditions are contained in POWERGRID's Letter of Award No-NR1/JPR/C&M/WO/14-15/115/1301 dated 08/10/14 read in conjunction with other aforesaid Contract documents. The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2 The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the Contract documents, but which are needed for successful, efficient, safe & reliable operation of the equipment unless otherwise specifically excluded in the Specifications under 'Exclusions' or Letter of Award .

3.3 Time Schedule

3.3.1 Time is the essence of the Contract and schedules shall be strictly adhered to. 'M/S Sethi Construction Co. " shall perform the work in accordance with the agreed schedule as given in Volume - V & VI.

3.4 Quality Plans

3.4.1 The Contractor is responsible for the proper execution of the Quality Plans enclosed in Volume-VI. The work beyond the Customer Inspection Points (CIP) will progress only with the Owner's consent. The Owner will also undertake quality surveillance and quality audit of the Contractor's/Sub-Contractor's works, systems and procedures and quality control activities. The Contractor further agrees that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all quality control activities, inspection and tests agreed with the Owner to demonstrate full compliance with the Contract requirements.

3.4.2 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractor's and its Sub-Contractor's Quality Assurance Systems and manufacturing activities.

These shall include but not limited to the following:

- i) Relevant plant standards, drawing and procedures;
- ii) Detailed Quality Assurance System manuals for manufacturing activities,
- iii) Storage procedures and instructions weld, NDT, heat treatment prior to commencement of manufacture;
- iv) Complete set of log sheets (blank) mentioned in the quality plan.

Certified true copy

Vinod

विनोद गोपालानी / Vinod Gopalani

व.उ.म.प्र.(तंत्र व सा) / Sr. DGM (C & M)

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भारत सरकार का उद्यम (A Govt. Of India Enterprises)

बी-4/184, चित्रकूट योजना, प्रताप स्टेडियम के पास

R. 4/184 Chitrakoot Scheme, Near Pratap Stadium

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Amish

3.4.3 It is expressly agreed to by the Contractor that the quality tests and Inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

3.4.4 'M/S Sethi Construction Co. ' agrees to submit Quality Assurance Documents package to POWERGRID for review and record after completion .

The package will include the following:

- i) Factory test result/inspection reports for testing required by this Contract or applicable codes and standards;
- ii) Two copies of inspection reports duly signed by Quality Assurance personnel of both POWERGRID and 'M/S Sethi Construction Co. ' for the agreed Customer Inspection Points;
- iii) Report of the rectification works where and if applicable.

3.5 The Contractor guarantees that the works executed under the Contract shall meet the quality standard parameters as stipulated in the Technical Specifications (Volume-II) and in the event of any deficiencies found in the requisite performance figures, the Owner may at its option reject the executed works or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of Contract documents. The amount of liquidated damages so leviable shall be in accordance with the Contract documents and without any limitation.

3.6 It is further agreed by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the damages/compensation due to short-fall in the quality of construction as stated in para 3.5 above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deductions from the Contract price, Contract Performance Guarantee and/or otherwise.

The Contract Performance Guarantee furnished by the Contractor is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the Owner and the Contractor pending before any court tribunal, arbitrator or any other authority.

3.7 This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supercede any prior correspondence, terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representative of both the parties.

4.0 SETTLEMENT OF DISPUTES

4.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of Settlement & Arbitration as specified in Clause No-69 and 70 of the General Terms & Conditions of the

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भारत सरकार का उद्यम / (A Govt. Of India Enterprises)
बी-4/184, चित्रकूट राज्जना, प्रताप स्टेडियम के पास
B- 4/184, Chitrakoot Scheme, Near Pratap Stadium

Contract and the provisions of the Indian Arbitration Act, 1996 & latest amendments shall apply and Jaipur Courts alone shall have exclusive jurisdiction over the same.

4.2 Notice of Default

Notice of default given by either party to the other party under Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgment or by telex or by registered mail with acknowledgment due addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Jaipur.

WITNESS:

1. (Owner's signature) (Printed Name)

2. (Designation) (Company's Stamp)

1. (Contractor's signature) (Printed Name)

2. (Designation) (Company's Stamp)

Certified true copy

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बी-4/184, चित्रकूट योजना, प्रताप स्टेडियम के पास

B-4/184, Chitrakoot Scheme, Near Pratap Stadium

जयपुर- 302021/JAIPUR - 302021

एक टिका एक टिका सो रपिया 100 नमो रजालागो मगो मगल शंरर रुपये 4000 टका टिक मेत्रुपटे शतं रूप्यकाणि

अपरक्राम्य
NOT NEGOTIABLE

भारतीय पोस्टल आर्डर
INDIAN POSTAL ORDER

डाक महानिदेशक DIRECTOR GENERAL OF POSTS.

एक सौ रुपए की रकम THE SUM OF RUPEES ONE HUNDRED ONLY

PAY TO PIO, o/o AGM
Parcel, B-4/18a Saipur को

कमीशन COMMISSION रुपए 10 RUPEES

प्रेषक अपना नाम और पता यहां लिख दे।
SENDER MAY FILL IN HIS NAME AND ADDRESS HERE.

Anil Kumar Sethi
C-53 Sethi Colony SPK

के डाकघर में अदा करें।

वैधता- जारी करने के सहिने के अंतिम दिन से 24 महिने और खितिय कमिशन के भुगतान जारी करने के सहिने की अंतिम दिन से 36 महिने।
Validity- 24 months from the last day of the month of issue and 36 months from the last date of the month of issue on payment of second commission.

इस लाइन के नीचे मत लिखिए DO NOT WRITE BELOW THIS LINE

52H 342068

एक टिका एक टिका सो रपिया 100 नमो रजालागो मगो मगल शंरर रुपये 4000 टका टिक मेत्रुपटे शतं रूप्यकाणि

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52H 342067

एक टिका एक टिका सो रपिया 100 नमो रजालागो मगो मगल शंरर रुपये 4000 टका टिक मेत्रुपटे शतं रूप्यकाणि

अपरक्राम्य
NOT NEGOTIABLE

भारतीय पोस्टल आर्डर
INDIAN POSTAL ORDER

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इस लाइन के नीचे मत लिखिए DO NOT WRITE BELOW THIS LINE

52H 342069

