

No. HQ/EN/RTI/Part -II

Dated: 18.10.2021

Sub: Providing information with respect to original RTI application received under the RTI Act 2005 (Dated 17.10.2021 of Sh. Sanjay Pandey).

Ref: Your Note No. 2021/HQ/ADMIN/RTI-1139 dated 18.10.2021

Query response is as given below:

1. Whether compensation of maximum of Rs. 2000/- per day per KM is valid only for original contract period or also valid in extended period if extension is granted for reason attributable to the Employer?

Yes, it is valid for extended period of the contract if granted for reason attributable to be Employer. However, Clause 2.1(b) is to be read appropriately as it indicate that "If such delay in handing over does not affect the execution of formation works for laying of tracks, provision under Para 2.1 (b) of this clause shall not apply."

2. Whether condition regarding compensation of maximum of Rs. 2000/- per day per KM is fixed arbitrary or based on analysis of cost to be incurred by Contractor in extended period?

It has been fixed arbitrary and non analysis has been done. However, this compensation has been mentioned at tender stage and applicable to all bidders and bidders can considered this compensation while quoting his rate / offer.

3. If provision of compensation of maximum of Rs. 2000/- per day per KM is based on analysis , request to provide analysis for all contract packages.

Already clarified under item no. 2. Not applicable.

4. Request to confirm whether compensation of maximum of Rs. 2000/- per day per KM in extended period for as per Sub-Clause 2.1 complying prevailing laws of India related to compensation in such situation as Sub - Clause 1.4 of FIDIC Yellow Book modified under Particular Condition and Appendix of Tender says that the Contract shall be govern by Law of India.

It is matter of interpretation. As per Clause 1.4, Contract are governed by Law of India.

