

RFP for Appointment of Techno-Project Consultant for assisting Implementation of Initiatives under PM Gati Shakti National Master Plan in the MOPSW PM GATI SHAKTI CELL

Corrigendum – III

Applicants are requested to refer the corrigendum in detail before submitting their Proposal.

#	Clause No., Page no	Existing Clause	New Clause to be read as below
1	6.5.7 Page 76	<p>Limitation of the Consultant's Liability towards the Client</p> <p>a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services,</p> <p>the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or</p> <p>(ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>Limitation of the Consultant's Liability towards the Client</p> <p>a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services,</p> <p>the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or</p> <p>(ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>b) This limitation of liability of Consultant (capped at 10% of the Consultancy fees) for damage claims by Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services. In order to secure the above 10% liability cap, 7% deductions to be made (as Retention Money), from each Running Account bill, which shall be released against request from Consultant after successful completion of the project and final bill payment. For MSME, (BG exemption case), 10% deduction to be made as Retention Money in place of 7% as stated above.</p>