

**Amendment I dated 27.03.2019 to Bid Document for Appointment of consultant to providing consultancy services on contractual / commercial and other financial matter of UPRVUNL projects**

Sr. No.	Existing Clause	Revised Clause
1.	FORM FIN-3, Under Note section, 6.The quote shall be evaluated on a basis of the total price Request you to please elaborate the clause in detail.	Deleted
2.	RECTPCL reserves the right to reject any offer in full or in part. & award the work to one or more than one bidders, without assigning any reason thereof and without incurring any liability to the affected bidders for the action of RECTPCL.	RECTPCL reserves the right to reject any offer.
3.	<p><b>“Obligation of the Consultant”</b></p> <p>Nil</p>	<p><b>“Obligation of the Consultant”</b></p> <p>The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. The Client (and any others for whom Services are provided) shall not recover from the consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services</p>