



Infrastructure Corporation of Andhra Pradesh Limited (INCAP)

**SELECTION OF RETAINER CONSULTANTS FOR PROVIDING
SERVICES FOR DEVELOPMENT OF VARIOUS IDENTIFIED
INFRASTRUCTURE PROJECTS IN PPP MODEL IN THE A.P. STATE**

Notice of Amendment to RFP

Amendment notice no. INCAP/ Retainer Consultants/92/2015, dated 10/03/2017

Amendment: 2

to

RfP notice no. INCAP/ Retainer Consultants/92/2015, dated:08/02/2017

**Vice Chairman and Managing Director, Infrastructure
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SELECTION OF RETAINER CONSULTANTS FOR PROVIDING SERVICES FOR DEVELOPMENT OF VARIOUS IDENTIFIED INFRASTRUCTURE PROJECTS IN PPP MODEL IN THE A.P. STATE

Amendment Notice No. INCAP/ Retainer Consultants/92/2015, dated 10/03/2017

Amendment: 2 to RFP Notice No. INCAP/ Retainer Consultants/92/2015, dated 08/02/2017

RfP Clause No.	Clarification sought	Modified / Amended/New Clause
<p>RfP Clause 2.8; Page 18</p> <p>Form 1; Page 23, 24 & 25</p> <p>Form 2; Page 25</p> <p>Scope of inclusion in respect of Associates / Affiliates</p>	<p>We request you to refer to the “Associates / Affiliates” in the locations mentioned to “Associates in India / Affiliates in India” respectively.</p>	<p>With reference to RfP Clauses 2.8; in Page 18 and in Form 1; Page 23, 24, and in Form 2; Page 26, the word Associates/Affiliates shall be read as Associate in India/ Affiliates in India</p>
	<p>Liability limitation</p> <p>While there is no express limitation on our liability under the RFP, we believe that our liability will be limited in accordance with clause 204(i) of General Financial Rules, 2005 (“GFR”) of the Ministry of Finance, Government of India.</p> <p>Accordingly, based on the GFR and standard industry practice, we request to limit our aggregate liability for direct damages under this RFP to one time the fees paid to us.</p>	<p>New RFP Clause 2.10</p> <p>2.10 Liability of the Consultant</p> <p>2.10.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>2.10.2 The Consultant shall, subject to the limitation specified in Clause 2.10.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to</p>

		<p>deficiency in Services rendered by it.</p> <p>2.10.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:</p> <ul style="list-style-type: none">i. for any indirect or consequential loss or damage; andii. for any direct loss or damage that exceeds the Agreement/Contract Value
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Sd/-
Vice Chairman and Managing Director,
INCAP