

**ADDENDUM -1**

BEML SRM Tender Ref : **6300039734 Dated: 03/07/2025**

Tendered Item : **APPOINTING INDEPENDENT QUALITY ASSESSOR (IQA)**

Project : Standard Gauge High Speed Train Project.

"PRE-BID MEETING SUMMARY" against the tender is as under:

Sl. No.	FOR	READ AS
	<p><b>PRODUCT LIABILITY:</b> Supplier shall assume full responsibility for, indemnify and hold BEML and BEML's sub-contractors harmless from and against any liabilities, product liabilities, action, demand arising out of death of or injury to any person or damage to any property to have resulted from the defects of the ordered parts which are installed in BEML and BEML subcontractors 'rolling stocks either as original facility or as spare parts and replacement parts under the control of this agreement. The total liability of the bidder to BEML under the purchase order shall not exceed the total purchase order value including Service Purchase Order, if any. However, this shall not limit the liability of the contractor under any other provisions of the contract which expressly impose a greater liability.</p>	<p><b>Service LIABILITY:</b> Supplier shall assume full responsibility for, indemnify and hold BEML and BEML's sub-contractors harmless from and against any liabilities, <b>service</b> liabilities, action, demand arising out of death of or injury to any person or damage to any property to have resulted from the defects of the ordered parts which are installed in BEML and BEML subcontractors 'rolling stocks either as original facility or as spare parts and replacement parts under the control of this agreement. The total liability of the bidder to BEML under the purchase order shall not exceed the total purchase order value including Service Purchase Order, if any. However, this shall not limit the liability of the contractor under any other provisions of the contract which expressly impose a greater liability.</p>

	<p><b>13. LIQUIDATED DAMAGES CLAUSE:</b></p> <p>If the contractor fails to deliver the stores or any consignment thereof with in the period prescribed for such delivery, BEML shall be entitled at their option to accept the delayed supply and to recover from the supplier as agreed liquidated damages, and not by way of penalty, a sum of 0.5% of the price of any stores per week subject to a maximum of 10% of the value of the purchase order which the supplier has failed to deliver as aforesaid for each week or part thereof during which the delivery of such stores may be in arrears.</p>	<p><b>13. LIQUIDATED DAMAGES CLAUSE:</b></p> <p>A) If the contractor fails to deliver the stores/service or any consignment thereof with in the period prescribed for such delivery, BEML shall be entitled at their option to accept the delayed supply/service and to recover from the supplier as agreed liquidated damages, and not by way of penalty, a sum of 0.5% of the price of any stores per week subject to a maximum of 10% of the value of the purchase order which the supplier has failed to deliver as aforesaid for each week or part thereof during which the delivery/service of such stores may be in arrears.</p> <p>B) In the event of a delay in the performance of services by either party beyond the agreed timelines, and where such delay is not due to Force Majeure or mutually agreed extension in writing, the defaulting party shall be liable to pay liquidated damages. The parties agree that the damages for such delay would be difficult to quantify precisely. Therefore, the parties agree that, as a reasonable pre-estimate of the loss caused by delay, the defaulting party shall pay to the non-defaulting party liquidated damages at the rate of [0.5%] of the total contract value per week of delay, subject to a maximum of [10%] of the total contract value.</p> <p>This amount shall be considered as liquidated damages and not a penalty, and shall be the sole and exclusive remedy for delay, without prejudice to the right of termination under the contract.</p>
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