

## **AIRLIFT**

14.1 Should the BUYER intend to airlift all or some of the stores the SELLER shall pack the stores accordingly on receipt of intimation to that effect from the BUYER. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.

## **ARTICLE 15** **LIQUIDATED DAMAGES**

15.1 In the event of the SELLER's failure to submit the Bonds, Guarantees and Documents, supply the stores/ goods, perform services, conduct trials, installation of equipment, training and MET as per schedule specified in this Contract, the BUYER may, at his discretion withhold any payment until the completion of the Contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of **1/100** of the **delay percentage** {Delay percentage = (Period of Delay in Delivery in Weeks) x 100 / (Delivery Period in weeks as per Contract)} of the Contract Price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the Contract price of the value of delayed stores/ services (Any extension given by the BUYER for delay attributable to BUYER or Force Majeure Clause to be factored in delivery period).

15.2 In case the delay in delivery is attributed to the non-receipt of BFE as per mutually agreed schedule, the delivery period shall be extended accordingly without imposition of Liquidated Damages.

15.3 **LD for AMC/CMC/PBL** (where applicable, to be as per RFP).

## **ARTICLE 16** **DENIAL CLAUSE**

16.1 In case the delay in delivery is attributable to the SELLER or a non-force majeure event, the BUYER may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the supplier of extension of the delivery period. Any increase in statutory duties and/or upward rise in prices due to the Price Variation Clause (PVC) and/or any adverse fluctuation in foreign exchange are to be borne by the SELLER during the extended delivery period, while the BUYER reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period.

## **ARTICLE 17** **JOINT RECEIPT INSPECTION (JRI) IN INDIA**

17.1 The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be undertaken on arrival in India at location to be nominated by BUYER. JRI shall be completed within 120 \_\_\_\_ days (for armament/ammunition)/ 30 \_\_\_\_ days (for other than armament/ammunition) of arrival of goods at Port Consignee. JRI will consist of:-