

## 6. Services.

- 6.1 The following Service shall be covered in case of equipment/vehicle"(s).
- (a) The Supplier shall deliver the Vehicle/Electrical/Electronic Equipment in assemble condition ready to operate at the site of installation/delivery.
  - (b) The Supplier shall demonstrate the all Equipment at the point of delivery of the operation/installation of equipment to the purchaser.
  - (c) The Supplier shall ensure the supply of installation/ operational & service manuals & diagrams of all Equipment.

## 7. Arbitration (resolution of dispute Clause 16).

- 7.1 In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Country.

## 8. Liquidated Damages.

- 8.1 Liquidated Damages shall be levied at the Uniform rate of 2% per month or part thereof, which will be calculated on the basis of calendar month.
- 8.2 The penalty shall be only for the undelivered stores except where the undelivered part hold-up the use of the delivered part.
- 8.3 The maximum penalty would be up to 10% of the tender price.
- 8.4 The Purchaser may waive liquidated damages provided.
- (a) There is no physical or potential loss to the Purchaser.
  - (b) Rate of the stores have not gone down, Supplier is not responsible for delay in the Supply of the stores.

Note: If on re-examination of the case in the light of representation from the Contract against the decision of the Administrative Officer, the intention is to reduce a portion of the Governments claim for L/D already imposed, the contractor may orally be requested to give in writing that he would pay the said amount in full and final settlement of the L/D (without disclosing the Government decision/intention) and that it will not be subject to arbitration or legal proceeding, failing which the original decision should stand.

## 9. Transportation.

- 9.1 The packing should be sufficient to withstand rough handling and exposure to extreme heat, salt and precipitation during transit or storage, packing size and weight shall be taken into consideration.

## 10. Spare Parts.

- 10.1 Availability of the spare parts may be ensured during the period of warranty.