

**ANNEXURE-A**

Sl No.	Clause	Description	Compliance of firm Yes/No
1.	Technical Specification	(A) TOOL HOLDER NO.SIR 0016 P 16. Qty: 10 Nos. I/C- 4183115200 (B) TURNING TOOL HOLDER ISO NO PDJNI 2020 M 15 TO SUIT INSERT NO DNMG 150608 Qty: 2 Nos. I/C- 4199907529 (C) TURNING TOOL HOLDER ISO NO PDJNR 2020 M 15 TO SUIT INSERT NO DNMG 150608 Qty: 2 Nos. I/C- 4199907530	
2.	Delivery Period	Delivery Period 90 days from the placement of PO date.	
3.	Payment Term	100% payment within 30 days on accepted materials or submission of bill/documents whichever is later.	
4.	Liquidated Damages	The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the contract, and delivery must be completed not later than the dates specified therein. Should the Seller fail to deliver the material to our premises or any consignment thereof within the period prescribed for such delivery, Buyer shall be entitled to recover from the Seller agreed liquidated damages, and not by way of penalty a sum of 0.5% per week of delay or part thereof, subject to a maximum of 10% as our claim towards liquidated damages on the undelivered part of the order. GST @18% will be applicable on the LD amount.	
5.	Delivery place	F. O. R. at GSF, Cossipore, Kolkata-02 premises.	
6.	Inspection Authority	Inspection by Executive Director/GSF or his authorized representatives at GSF, Cossipore, Kolkata-02 premises.	
7.	Option Clause	25% applicable.	
8.	Earnest Money Deposit	Not applicable.	
9.	Performance Security Deposit	PSD 5% will be applicable for P.O. value Rs.10 Lakh or above. PSD (FD/BG) have to be submitted in original in favor of "THE EXECUTIVE DIRECTOR, G.S.F. COSSIPORE & ON BEHALF OF THE CMD AWEIL, KANPUR" within one (01) month from PO date. (NAME OF THE BANK: STATE BANK OF INDIA, NORTHERN AV (DUM DUM), 18B, DUM DUM ROAD, KOLKATA-02. A/C NO. 40464447838, IFSC CODE- SBIN0001895).	
10.	Tracking Mechanism for Chinese Companies /Investments In India with Links to PLA & CCP	"The Company, firm and Enterprise etc. do not have any Investment Links with any Chinese Companies with links to Public Liberation Army (PLA) & Chinese Communist Party (CCP)."	
11.	Arbitration	(i) Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by bilateral discussions. (ii) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, which cannot be settled amicably within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, shall be settled by arbitration. (iii) The Arbitration Proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 (amended time to time) and the award	

		<p>of such Arbitration shall be enforceable in Indian Court only. The law applicable to an arbitration shall be Indian law. In case of Foreign Seller, Indian law of Foreign law to be decided by contracting parties is applicable.</p> <p>The arbitration tribunal shall be consisting of sole arbitrator. The sole arbitrator shall be nominated by the parties within ninety(90) days of the receipt of the notice mentioned above through mutual discussions and referred to Chairman &amp; Managing Director, Advance Weapons and Equipment India Limited, A Government of India Enterprise, Ministry of Defence, Ordnance Factory Kalpi Road, Kanpur-208009(UP) for appointment of the Sole Arbitrator with the mutual consent of the parties. The Arbitrator so appointed shall be a Government Servant /Ex Government Servant (with mutual consent) who had not dealt with matters to which this agreement relates and in course of his duties had not expressed views on all or any of the matter in disputes or differences. Failing which the arbitrator shall be nominated under the provision of Indian Arbitration and Conciliation Act, 1996 (amended time to time) at the request of either party or by dispute resolution institutions like Indian Council of Arbitration or ICADR, but said nomination would after consultation with both the parties. The Award of arbitration shall be final and binding on the parties to this contract.</p>	
12.	Guarantee/ Warranty	All the stores supplied shall be warranted against any defect in material, workmanship, defective design, materials, and Non-conformance to intended performance, manufacturing defects or dimension etc., for a period of 14 calendar months from the date they are actually put to use or 14 calendar months from the date of receipt and acceptance of supply in buyer's place/buyer's designated place, whichever is earlier and the seller shall remedy such defects at his/her own cost or replace free of charge such stores when called upon to do so. Firm needs to submit guarantee/warranty certificate at the time of supply.	
13.	Applicable GST%	Bidders must specify applicable GST % of the items.	
14.	Other Terms and Conditions	All other Terms and Conditions are applicable as per Annexure-'I'.	

Firms have to accept the Annexure-'A' and re-submit it duly signed & stamped along with compliance to each clause(s) of Firms have to accept the Special Conditions of Contract along with mentioning GST slab and re-submit it duly signed & stamped along with compliance to each clause of the Special Conditions of Contract, otherwise their offer may be ignored.

  
 21.11.29  
 Jr. Works Manager  
 Gun & Shell Factory  
 Cossipore, Koi-02

Signature & stamp of firm's representative