

ADDITIONAL TERMS AND CONDITION (ATC) for SDOTE

1) TE NO.	O182F55558
2) ITEM DESCRIPTION :-	BUTT NORMAL ASSY (PLASTIC) . (LF No. 7011655072)
3) QTY:	3215 Nos.

1. This is a source development open tender issued only to non established suppliers of this subject item for increasing the vendors as approved by the competent financial authority.
2. Established suppliers for this subject item and suppliers holding orders currently for this subject item will not be technically qualified for this item.
3. The Tenderer should submit the compliance statement duly signed and sealed.
4. Any deviation from TE terms and condition may be specified explicitly by the firm. Else, it will be presumed that all the terms and conditions of TE are acceptable to the firm.
5. The offer without above details / documents will be summarily rejected.

ARBITRATION CLAUSE

- 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 of such Arbitration shall be enforceable in Indian Court only. The law applicable to arbitration shall be Indian law. In case of Foreign Seller, Indian law of Foreign law to be decided by contracting parties is applicable.

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 CMD, AWEIL, Ordnance Factory Kanpur, Kalpi Road, Kanpur – 208009 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


 (PRAVEEN KUMAR VANGAPANDU)
 DY.GENERAL MANAGER
 for EXECUTIVE DIRECTOR