

**TERMS AND CONDITIONS FOR SALE OF GSF, COSSIPORE PRODUCED 0.32 PISTOLS
THROUGH ARMS DEALERS AS PER OFB GUIDELINES**

1) REGISTRATION OF DEALER:-

- 1.1** Any arms dealer in India having Valid Trade License for NPB arms being manufactured by Indian Ordnance Factories can register with the Factory producing the weapons.
- 1.2** Registration will be to the extent of the weapons covered in the trade license.
- 1.3** Dealer shall send a written request along with a photocopy of valid trade license attested by the licensing authority or a notary.
- 1.4** The dealer shall produce original trade license in the Factory for scrutiny prior to registration.
- 1.5** The 'party code' will be allotted to the dealer satisfying the above conditions. Dealer should indicate this party code in all the correspondence thereafter.

2) BOOKING OF ORDER:-

- 2.1** A dealer registered with Gun & Shell Factory can book order for 0.32 Pistol by sending request letter with the following documents to the Factory:-
- (i) Photocopy of Valid Trade License.
- (ii) Demand Draft for advance booking amount/ earnest money deposit (EMD) @ Rs 1000/- per 0.32 Pistol.
- 2.2** After scrutiny of the license in regard to correctness, capacity and validity, orders will be registered on a day to day basis in the sequence of receipt of orders in the Factory. Order registration number will be allotted/generated for each booking and the same will be intimated to the dealers by Gun & Shell Factory.

Terms & Conditions for Order Booking:-

- (i) The EMD amount will be adjusted in final bill or order. However, if the order is later cancelled on any ground, the EMD amount or Rs 5,000/- whichever is less will be forfeited/ deducted as cancellation charges.
- (ii) The request for order booking will be returned back in case amount is less than as indicated above and/or photocopy of Valid Trade License is not enclosed with the request.

- (iii) Dealer shall indicate the quantity to be booked as well as nomenclature of the item clearly. Dealer shall be entitled to book only one order for 0.32 Pistol at a time. Second order shall not be booked during the pendency of any earlier order.
- (iv) No priority shall be given to any dealer for depositing full money or money more than the EMD while booking order.
- (v) The dealers are required to intimate forthwith in writing, if there has been any change in the license or if the license has been suspended for any reason subsequent to the booking of the order.
- (vi) Factory reserves the right to refuse booking of any order from any of the dealers or restrict the quantity on order or supply restricted quantity without assigning any reason and without giving any notice.
- (vii) No dealer shall be entitled to claim or demand any loss or damage for delayed execution of the order by the Factory.
- (viii) Minimum order quantity for 0.32 Pistol shall be as follows.

SL. NO	ITEM	MIN. NOS	MAX. NOS	REMARKS	Factory
1	.32 Pistol	05	40	In multiples of 5	RFI, GSF

3) ISSUE OF ADVICE NOTES :-

- 3.1** Advice notes directing dealers to complete formalities against their orders will be issued periodically by the factory strictly as per seniority of order booking, depending upon production/stock of 0.32 Pistol.
- 3.2** Advice Notes will be issued by Registered Post/Speed Post to the dealers. However, advice notes may be issued by hand to the dealers or their representatives, in case 0.32 Pistol is available ex-stock in sufficient quantity for the order.
- 3.3** Dealers shall forward the following documents/formation to Gun & Shell Factory on receipt of Advice Note:-
 - (i) Acceptance of Terms and Conditions of sale duly filed in, signed and stamped by the dealer.

- (ii) Demand Draft for the balance amount (cost minus EMD) as indicated in the Advice Note.
- (iii) Attested photocopy of valid Trade License duly certified by the Licensing Authority or notary.
- (iv) No Objection Certificate (in duplicate) valid for 6 months from the Licensing Authority with signature of competent authority, date of issue and a clear round seal affixed thereon.
- (v) Declaration form 'C' under Central Sales Tax Rules 1956. If declaration form 'C' cannot be submitted, then the dealer shall pay CST/VAT at full prevailing rate at the time of dispatch.
- (vi) Name of the nearest Airport (in block letters) having regular service of Indian Airlines cargo, to which the consignment of arms can be booked on freight to pay basis.

3.4 Terms & Conditions of Advice Notes:-

- (i) Dealer shall send demand draft for balance payment and other documents together at a time. In the event of receipt of incomplete documents, Factory shall return them back to the dealer by Registered Post/Speed Post. Gun & Shell Factory will not have any responsibility for loss of above documents in transit.
- (ii) The D.D. and other necessary documents should reach Gun & Shell Factory within 1 month and 15 days from the date of advice note. However, Factory may allow further time up to maximum 4 months only once, if requested by a dealer for genuine reasons.
- (iii) In the event of failure to send the payment or other required documents by the dealer within the time as per Para (ii) above, the order will automatically stand cancelled and the EMD amount or Rs 5000/- whichever is less will be forfeited/deducted.
- (iv) In case the dealer opts to collect less quantity than offered in Advice Note, he will be issued quantity opted by him. However, the balance order booked quantity shall be short-closed.

4) ISSUE OF WEAPONS :-

Gun & Shell Factory shall make supplies in the sequence of serial number of registered orders, within 3 months of completion of all the formalities, i.e. encashment of D.D. for full amount and receipt of all other documents/ information as per advice note, but no guarantee is given to this effect. No liability will be accepted for any cause whatsoever due to delay in supply. The whole sale price of the 0.32 Pistol at which supplies will be made by the factory to the dealers and the maximum retail sale price at which dealers can sell same to a customer will be fixed from time to time by the DGOF/Chairman, Ordnance Factory Board, Kolkata and will be liable to be changed, altered, varied, reduced or enhanced at any time at their

desecration without giving any notice. Such revised prices will apply to the quantities remaining undelivered including those for which money is already deposited with effect from such date as may be notified.

In such cases the factory will supply the quantity covered by the amount already deposited and the balance quantity if required by Dealers will be supplied only on receipt of the difference in Cost. At present the price is as follows:

Sl. No.	Item	Dealer Price each	Retail Price each
1	.32" Pistol	64000.00	64000.00

- 4.1** The 0.32 pistols will be consigned to the dealer placing the order and not to his customer.
- 4.2** The 0.32 Pistols will be booked freight to pay basis at AIR risk by Indian Airlines. The factory would however, bear no transit responsibilities for which the purchaser would be solely responsible.

5) GENERAL TERMS & CONDITIONS:-

5.1 The dealers must not sell I.O.F. 0.32 Pistols to anyone except those actual users possessing valid licenses. The dealers shall keep the Factory indemnified for their dealings. Sale of 0.32 Pistols by one dealer to another dealer is allowed subject to the conditions given below:-

- (i) The dealer purchasing 0.32 Pistols from another dealer should possess valid 'No Objection Certificate' from the District Authorities concerned.
- (ii) The selling price should be less than the maximum retail price (MRP) for 0.32 Pistol, so that the ultimate customer does not have to pay any additional amount beyond the MRP.
- (iii) It will be the responsibility of the dealers involved in such transaction to observe all statutory provisions of Central/ State Government while effecting such transactions.

5.2 The wholesale prices of 0.32 Pistols at which supplies will be made by the Factory to the dealers and the maximum retail sale price at which dealers can sell to a customer will be fixed from time to time by the DGOF & Chairman, Ordnance Factory Board, Kolkata and will be liable to be changed, altered, varied, reduced or enhanced at any time at his discretion without giving any notice. Such revised price will apply to the quantity remaining undelivered including those for which money is already deposited with effect from such date as may be notified. In such cases, the Factory will supply the quantity covered by the amount already deposited and the balance quantity if desired will be supplied only on receipt of the difference in cost.

- 5.3** The price ruling on the date of issue shall be charged, Sales Tax, Excise Duty and other statutory levies will be payable extra by the dealer as applicable at the time of dispatch. Any increase in the Sales Tax or Excise Duty or other tax/ duty or imposition or any fresh imposition effective as on the date of dispatch but which came to the notice of the Factory later shall also be payable by the dealer without any objection within one month on demand.
- 5.4** 0.32 Pistol will be packed in accordance with Gun & Shell Factories standard practice. If any special packing is desired and the Factory agrees to the same, it will be charged extra by the Factory.
- 5.5** The price at which 0.32 Pistol is to be sold by a dealer to his customer is left to his discretion but must not exceed the MRP of the weapon, Excise Duty, Sales Tax and other statutory levies as actually paid or payable by the dealer are recoverable by the dealer from his customer.
- 5.6** Factory reserves the right to cancel any order in whole or in part at any time without assigning any reason therefore and without giving any prior notice. In this event, payments received against such orders will be refunded as due. No compensation/ interest on the amount due for return will be payable to the dealer in case of such termination/ cancellation of orders.
- 5.7** Factory's responsibility will cease on booking of the consignment of 0.32 Pistols by air on behalf of the dealer. No liability will be acceptable for any delay, misdirection, loss or damage of consignment thereafter.
- 5.8** No liability is accepted for payment of any interest on advance or full payment received from any dealer against the order booked with the Factory for any reason whatsoever.
- 5.9** While assuring of the best workmanship and quality of the 0.32 Pistols produced in the Factory, no responsibility or liability is accepted for performance of the 0.32 Pistols after dispatch from Factory unless the General Manager of the Factory is satisfied that there has been manufacturing defects in the 0.32 Pistols. If any manufacturing defect is reported within twelve months of the date of supply of 0.32 Pistol from the Gun & Sheel Factory, General Manager of Factory may agree to examine the weapon at the Factory premises and if he is satisfied that the defect pointed out is a manufacturing one and not one due to bad usage or mishandling or bad storage, shall carry out necessary repair or adjustment of the weapon at Factory's cost. The decision of the General Manager of the Factory/ DGOF will be final and binding in this respect. The dealer/ user shall keep Factory indemnified for any mishap while using/ transporting/ handling 0.32 Pistol issued by the Factory.

5.10 The dealers shall display their stock position of I.O.F. 0.32 Pistol held showing the maximum retail price in a prominent place of the dealer's shop for information of the buyers.

5.11 The dealers shall furnish to the General Manager of the Gun & Shell Factory or the DGOF full details with name, address and license Nos. etc, of buyers regarding quantities of actual sale of I.O.F, 0.32 Pistols together with the latest stock position at any time on demand. A duly authorized representative of DGOF/ Factory will be at liberty to enter the premises of the dealer and to inspect their stock/ records of I.O.F. 0.32 Pistols.

5.12 Notwithstanding what have been herein before stated, the DGOF/General Manager of the Factory reserves the right of direct sale of 0.32 Pistol to any Government Department/Undertakings of individuals or Clubs/Associations/Organization or Foreign Government/Party and to sell to any such party at concession rate or to issue free of cost for publicity or any other purpose at his discretion.

5.13 The article once sold will not be taken back by the Factory for any reason whatsoever.

5.14 In case supply of any article is made in excess through oversight or mistake, the amount due for such excess supply shall be payable by the dealer within on month on demand.

5.15 Arbitration Clause:

All disputes and differences arising between the dealer and the Gun & Shell Factory, upon or in relation to or in connection with an order/agreement (Except those for which specific provision has been made therein) shall be referred to the sole Arbitrator to be appointed by the Director General Ordnance Factories, Government of India. The Arbitrator so appointed shall be a Government servant who had not dealt with matters to which the order/agreement relates and in the course of his duties has not expressed views on all or any of the matters in disputes or differences. The award of the Sole Arbitrator shall be final and binding on the parties to the order/agreement. The venue of arbitration shall be the place where the Gun & Shell Factory is situated or such other place as decided by the DGOF at his discretion. Upon any such reference, the assessment of the costs incidental to the reference and the Award respectively shall be at the discretion of the sole Arbitrator, Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

5.16 Jurisdiction of Court:

The district civil court relevant for the Gun & Shell Factory only shall have the jurisdiction to try all civil suits arising out of or in any way touching or concerning the order / agreement after the arbitration award.

5.17 The above procedure of sale is subject to alteration or modification at any time without any notice at the discretion of the DGOF & Chairman O.F.B, Kolkata.

Proforma for acceptance of Terms & Condition for Sale of 0.32 Pistol

To

THE PRESIDENT OF INDIA

THROUGH: THE SR. GENERAL MANAGER /GENERAL MANAGER,

Gun & Shell Factory, Cossipore, Kolkata-700002

I/We

Proprietor of M/s.....

Arms & Ammunition Dealer for sale of 0.32 pistol and

Address.....

have gone through the above mentioned Terms & Condition from Sl. No (1) to (5) for supply of 0.32 Pistol and same are acceptable to me/ us.

Yours faithfully,

Signature and name of Proprietor /Agent/Manager/Partener)

Date.....

(Seal of the Firm)