फील्ड गन फैक्टरी, कानपुर
Field Gun Factory, Kanpur
एडवान्स्ड वेपन एंड इक्विपमेंट इंडिया लिमिटेड की एक ईकाई
A Unit of Advanced Weapon and Equipment India Ltd.
भारत सरकार का उपक्रम, रक्षा मंत्रालय
Govt. of India Enterprise, Ministry of Defence

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FOR OFFICIAL USE ONLY

Diary No. _____ **Dealer Code** _____

Diary Date __ __ __ __ __ __ __ __

DEALERS APPLICATION FROM FOR BOOKING OF 0.32 REVOLVER

To,

The General Manager
Field Gun Factory
Kalpi Road, Kanpur – 208009

(All entries should be neatly written/ typed in CAPITAL letters.)

1. M/S NAME	
2. PROPRIETOR OF M/S NAME	
3. GST NO.	
4. PAN NO. & EMAIL ID	
5.TELEPHONE NO. WITH STD CODE & MOBILE NO.	
6. FULL POSTAL ADDRESS *(PIN CODE IS MANDATORY)	*PIN CODE-
7. TRADE ARMS LICENCE No.	
I) UIN.	
II) VALIDITY	
III) PURCHASE PERIOD	
IV) SANTIONED REVOLVER	
V) REQUIRED QUANTITY	
8. Full Postal address of Trade Arm Licence Issuing Authority	*PIN CODE: Tel No. with STD Code-
9. Specimen Signature of the Proprietor	i.) ii.)
10. Enclosed Trade Arms licence copy	YES/NO
11.In case of Delivery through AIR	i) Specify Airport name:
	ii) I am solely responsible for receiving the goods booked on freight to pay basis from Airport Authority.

I have read the attached terms and conditions from Sl No 1 to 5 for supply of NPB 32 Revolvers are acceptable to me. I hereby undertake to abide by the condition stipulated therein. I am also agreeing to verification of my trade arms licence to issuing authority.

Yours faithfully

Date:

(Signature and name of Proprietor/Partner)

NOT

(Seal of the Firm)

TERMS AND CONDITION OF SALE (ANEX-I)

I RGISTRATION OF DEALER:-

1.1 Any arms dealer in India having Valid Trade License for NPB arms being manufactured by any unit of Ordnance Factories under Advance Weapons & India Ltd. 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 licence attested by the licensing authority or a notary.

1.4 The dealer shall produce original trade licence 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.

II BOOKING OF ORDER:-

2.1 A dealer registered with Factory can book order for weapons by sending request letter with the following documents to Factory :-

(i) Dealer application form duly signed and stamped by the owner, which can be obtained from the factory or downloaded from Internet website **www.aweil.in.**

(ii) Photocopy of Valid Trade Licence.

(iii) Demand Draft for advance booking amount/ earnest money deposit (EMD) @ **Re 1000/- per weapon**.

2.2 After scrutiny of the licence 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. Separate order number will be allotted for each type of weapon. The order registration numbers will be intimated to the dealers by the 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 Licence 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 particular item at a time. Second order shall not be booked during the pendency of any earlier order.

(iv) In case dealer desires to book order for more than one type of item in the same request, he shall send separate Demand Draft for each type of item.

(v) No priority shall be given to any dealer for depositing full money or money more than the EMD while booking order.

(vi) 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.

(vii) 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.

(viii) No dealer shall be entitled to claim or demand any loss or damage for delayed execution of the order by the Factory.

(ix) Minimum/Maximum order quantity for each type of weapon shall be as follows:

SL. NO	ITEM	MIN. NOS	MAX. NOS	REMARKS
1	.32"Revolver MK-III	5	40	In multiples of 5
2	.32"Revolver NISHANK MK-I	5	40	In multiples of 5
4	.32"Revolver NIRBHEEK MK-IV	5	40	In multiples of 5

III 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 weapons.

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 particular weapon is available ex-stock in sufficient quantity for all the orders for the weapon.

3.3 Dealers shall forward the following documents/information to Factory on receipt of Advice Note :-

(i) Acceptance of Terms and Conditions of sale duly filled 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 Licence duly certified by the Licensing Authority or a 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) 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. Factory will not have any responsibility for loss of above documents in transit.

(ii) The D.D. and other necessary documents should reach 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.

IV ISSUE OF WEAPONS :-

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 arms 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 **CMD, AW&EIL/ General Manger, Field Gun Factory, Kanpur** 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 deference in Cost. At present the prices are as follows:

Sl. No.	Item	Whole sale Price each	Retail Price Each.
1	NPB 32 Revolver MK-III	64000.00	70000.00
2	NPB 32 Revolver NISHANK MK-I	72500.00	79750.00
3	NPB 32 Revolver NIRBHEEK MK-IV	100800.00	110880.00

TERMS AND CONDITION OF SALE (ANEX-II)

4.2. The Revolvers will be consigned to the dealer placing the order and not to his customer.

4.3. The Revolvers will be booked on 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.

V **GENERAL TERMS & CONDITIONS** :-

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

(i) The dealer purchasing weapons 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 the weapon, 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 Governments while effecting such transactions.

5.2 The wholesale prices of the weapons 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 **CMD, AW&EIL Kanpur** 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 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 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 despatch. 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 Weapons will be packed in accordance with Factory's 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 weapons are 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 weapons 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 weapons produced in the Factory, no responsibility or liability is accepted for performance of the weapons after dispatch from Factory unless the General Manager of the Factory is satisfied that there has been manufacturing defects in the weapons. If any manufacturing defect is reported within twelve months of the date of supply of weapon from the 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 / CMD, AW&EIL, Kanpur** will be final and binding in this respect. The dealer/ user shall keep Factory indemnified for any mishap while using/ transporting/ handling weapons issued by the Factory.

5.10 The dealers shall display their stock position of I.O.F. arms held showing against them 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 Factory **or the CMD, AW&EIL, Kanpur** full details with name, address and license Nos. etc. of buyers regarding quantities of actual sale of I.O.F. arms (AWEIL arms henceforth) together with the latest stock position at any time on demand. A duly authorized representative of **CMD, AW&EIL, Kanpur** / Factory will be at liberty to enter the premises of the dealer and to inspect their stock / records of I.O.F. arms (AWEIL arms henceforth).

5.12 Notwithstanding what have been hereinbefore stated, the **CMD, AW&EIL, Kanpur** / General Manager of the Factory reserves the right of direct sale of these weapons to any Government Department/ Undertakings or individuals or Clubs/ Associations/ Organizations 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 articles 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 one month on demand.

5.15 **Arbitration Clause:** All disputes and differences arising between the dealer and the 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 CMD, AW&EIL, Kanpur**, Government of India. There 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 Factory is situated or such other place as decided by the **CMD, AW&EIL, Kanpur** 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 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 **CMD, AW&EIL, Kanpur**.

Yours faithfully

Date:

(Signature and name of Proprietor/Partner)