



FIELD GUN FACTORY, KALPI ROAD, KANPUR – 208009
A unit of Advanced Weapons & Equipment India Ltd.
Govt. of India Enterprise, Ministry of Defence
Tele: 0512 2243527, FAX No.: 0512-2219462
Website: fieldgunindia.gov.in, e-mail: fgkpv@ord.gov.in



NOTICE INVITING TENDER (NIT)

Field Gun Factory, Kalpi Road, Kanpur (FGK) invites Open Tender Enquiry (OTE) through e-Tender (Single bid system) for the under mentioned services:-

Sl. No	T.E. No.	Brief Nomenclature of Services
1.	FGK/PV/240300573	Hiring of Internal Auditor for FY 2024-25 & 2025-26 of AWEIL Units as per Scope of work
Last date of online Bid submission:		27/02/2025
IMPORTANT NOTE :- <ol style="list-style-type: none">Please visit website https://etenders.gov.in for all relevant details, specification of the work, terms & conditions etc of the tender. Any correction/amendment/corrigendum in the tender will be posted on the said website only.No manual offers will be accepted.		
EXECUTIVE DIRECTOR		

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

Annexure-A

Scope of Work for Internal Auditors

The Internal Audit of the Company should be commensurate as per scope of reporting on internal control under section 138 of the Companies Act, 2013, read with the Rule 13 of Companies (Accounts) Rules, 2014 and the objective of internal audit is to review the accounting and internal control system as service to the Company. The function of Internal Audit inter-alia includes examining, evaluation and reporting to the Management on the adequacy and effectiveness of components of the Accounting and Internal Control System as well as control of deficiencies and weaknesses.

The Auditor shall review the systems, transactions, sanctions and internal control of the areas including cash and bank transactions, pre-paid expenses, Trade Receivables, Inventory, loans, Contracts, Sales, Purchases, Trade Payable, Provision for Expenses, Establishment records both in F&A and HR, establishment expenses, other expenses, production, depreciation, provision for gratuity, ex-gratia/ special incentive, PRP, revenue from operations, commercial billing, confirmation of balance from banks, debtors, creditors, fixed assets, capital work-in-progress, expenditure during construction, tangible assets, mandatory spares, stores, RM stock, WIP, FG/ Semi FG stocks, inter unit accounts, review of books of accounts, trial balance, guest house wherever applicable, etc.

The scope of work includes compliances of Income Tax, GST Law, Local Body Taxes, PF, ESIC, Professional Tax, Deferred Taxes and all other relevant taxes and duties during the course of Audit.

During the course of audit, the Management may add/ delete/ modify the scope of any of these areas of work.

The Auditor will also cover the following records/ documents in their audit and provide a compliance report thereon:

Sl.No.	Particulars	Particulars
(A)	Trial Balance	(i) Reconcile opening balances of Balance Sheet items with last audited Trial Balance/ Balance Sheet. (ii) Ensure that no back dated voucher is passed or modification in passed vouchers is done in the previous audit period post completion of audit.
(B)	Cash/ Bank	(i) Cash/ Bank Position a. To report Cash Balance, if any. b. To report Bank balances in all the bank accounts (including inoperative bank accounts). (ii) Inoperative Bank Accounts To identify and report inoperative bank accounts i.e. bank account in which there has been no transaction in the last one year and reasons for non-closure of such bank accounts. (iii) Bank Reconciliation Statement

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

	<p>a. To check and report whether Bank reconciliation statement in respect of all the bank accounts is prepared and signed by the Accounts in charge on monthly basis.</p> <p>b. Verification of Bank Reconciliation Statement with Bank Statement/ Bank Certificate and to check and report whether:-</p> <ul style="list-style-type: none">- Entries appearing in BRS are settled subsequently. If not, then inquire into the nature and details of such outstanding entry.- Cheques issued but not cleared appearing in BRS for more than 3 months has been transferred to stale cheques and booked accordingly. <p>(iv) FDRs/ TDRs</p> <p>To check and report whether any amount has been kept in FDRs/ TDRs with bank. If yes, then report the details thereof along with the reasons thereof.</p> <p>(v) Physical Verification</p> <ul style="list-style-type: none">a. Physical verification of unused blank cheque book/ cheque leaves and report the discrepancy found, if anyb . Physical verification of cancelled cheques during the audit period on random basis and report the discrepancy found, if any.c. Physical verification of FDRs/ TDRs and report the discrepancy found, if any. <p>(vii) Cash/ Bank Payment/ Receipt</p> <p>To check and report whether:-</p> <ul style="list-style-type: none">a. Payments are made after proper sanction of Authorized person/competent Authorityb. Payments are made only against original supporting bills/invoices and said bills/ invoices are marked as “PAID” or “CANCELLED” along with the date of payment after payment is made.c. There was any irregularity while making payment in cash beyond the limit specified under Income Tax Act, 1961.d. Cheques and drafts received are deposited in the bank account on the same day or next working day.f. Receipts through NEFT/ RTGS are entered into the books of account on the same day or next working day. <p>(viii) Safe Custody</p> <p>To check and report whether:-</p> <ul style="list-style-type: none">a. Cash is kept in safe custody at the close of business hours.b. Cheque books and bank counterfoils are kept in safe custody.c. Post-dated cheques received, if any are kept in safe custody until deposited.d. To report whether the cash handling person is permanent employee. There should be factory order for designated Cashier at respective units.
--	--

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

(C)	Fixed Assets	<p>(i) Maintaining of Fixed Asset Register(FAR) To check that Fixed Assets Register (hereinafter referred to as “FAR”) is maintained and updated on regular basis (Manual/ Computerized). To check that Identification number given on the fixed asset tallies with the number given in the FAR on random basis</p> <p>FAR gives details of the fixed assets as below:- Description; Date of purchase; Quantity; Location; Identification Number/ Tag Number; Original Cost/ Purchase Price; Rate of Depreciation/ Useful life; Accumulated depreciation; Deletion/ Inter-unit Transfer; Written down value</p> <p>(ii) To check and report whether transactions involving purchase/ sale/ transfer of fixed assets have been properly recorded in the books of accounts.</p> <p>(iii) Physical Verification of Fixed Assets/Capitals To check and report whether physical verification of fixed asset such as <u>Plant , Machinery, Estate Land & Infrastructure</u> are carried out by the management at least once in a year within the purview of head of individual Units.</p> <p>(iv) Physical verification sheets in respect of fixed assets are properly prepared and duly signed by the persons responsible for carrying out the physical verification. The name, designation of employees and the date of carrying out the physical verification should also be clearly mentioned in the physical verification sheets.</p> <p>(v)Purchase of new Plant & Machinery (The Plants & Machineries <u>Purchased/ Commissioned after 01/10/2021 have to be taken in consideration</u>) To check and report whether:- a. Machines are ordered/to be placed /under procurement after due approval and authorization at various stages. That should be verified from Plant Modernization/Engineering Section of individual units/Factories. b. Machines are received as per the specification and according to the agreed contract terms and conditions especially for foreign Purchase of machines. c. Machines are erected/ commissioned on time as per schedule and as per the terms of contract. d. Payments are made as per the agreed terms. e. Expenses incurred for procuring machines have been capitalized along with the capitalization of machines.</p>
-----	---------------------	--

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

		<p>f. Machines installed and commissioned are lying idle. If so, reasons thereof along with the period remaining idle.</p> <p>g. Performance of machines received with regard to working, speed etc. as per specification of machines. Any difficulty/ problem is faced after erection/ commissioning of machines.</p> <p>h. Suppliers of machines are attending the complaints on time and service thereafter is satisfactory.</p> <p>i. Ensure that the log book in respect of all the plant machinery and equipments are kept properly and up to date. Verify the machine log books and comment on the discrepancies observed.</p>
(D)	Sundry Debtors	<p>(i) Age-wise analysis of debtors giving details of debtors outstanding for:- Less than 3 months 3-6 months 6-12 months 12-24 months 24-36 months More than 36 months</p> <p>(ii) Verify that collections from debtors are on time and there is no delay in collection and to ensure that interest is charged from parties on delayed payments as per the sales policy. Please verify the details as prescribed in Additional Standard Checklist to be provided by the Corporate Finance.</p> <p>(iii) In case of sales made against Post dated cheques, if cheque has been deposited after due date, special mention in the report may be given along with the reasons.</p> <p>(iv) Verify the measures taken to recover/ reduce sundry debtors and Report whether the <u>follow up action on outstanding debtors</u> is sufficient or not.</p> <p>(v) Comment on the Debtors' account showing closing credit balances along with the details and reasons for credit balances.</p> <p>(vi) Check the Debtors' account where legal case has been filed and ascertain the progress in the legal case.</p>
(E)	Sundry Creditors	<p>(i) Age-wise analysis of creditors giving details of creditors outstanding for: Less than 3 months 3-6 months 6-12 months 12-24 months 24-36 months More than 36 months</p> <p>(ii) Comment on the Creditors account that are outstanding to be paid since long (unclaimed Creditors) and that can be considered for a write back in the books of account.</p>

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

		<p>(iii) Comment on the Creditors' account showing closing debit balances along with the details and reasons for debit balances.</p> <p>(iv) Check the Creditors' account where legal case has been filed and ascertain the progress in the legal case.</p> <p>(v) Check the Payment to MSME beyond 45 Days and reasons thereof.</p>
(F)	Procurement/ Material Management	<p>To check and report whether:</p> <p>(i) Procurement/MM are made as per the approved purchase manual/ policy/ prescribed procedures/ sanction of authorized person. All procurement should comply Procurement Manual/Procedure.</p> <p>(ii) Interest/ carrying charges paid, if any, are as per the terms of Purchase order (PO)/ MoU/ Contract. Please verify the details as prescribed in Additional Standard Checklist to be provided by the Corporate Finance.</p> <p>(iii) Purchase Register for details of Contract/ Supply order is maintained and updated regularly (manual/ computerized) indicating below details: Item Code (Ledger Folio) (10 digit number) Name of the item Purchase Order Number/Supply order Number/ Contract in case of GeM Rate per Item/Unit rate with applicable GST. Quantity purchased Total Purchase Amount/Supply order value Discount/ Rebate, if any(only for medicines)</p> <p>(iv) Rate/Price Variations over a period of time in respect of item of purchases should be noted. Reasons for purchases made at varying rates should be obtained. Rate Variations without a proper justification should be reported.</p> <p>(v) Carry out a scrutiny of Indents/ Purchase requisitions to ensure that the purchase orders are placed as per the requirements given in the Indents.</p> <p>(vi) Ensure that various terms and conditions entered with the suppliers regarding quantity, quality, rate, discounts/ rebates, commission, transportation and GST/TDS are properly adhered.</p> <p>(vii) Obtain a list of Indents pending for conversion into PO and comment upon the old pending indents.</p> <p>(viii) Obtain a list of PO's pending for delivery and comment upon the old pending PO where the due date of delivery of material has expired.</p> <p>(ix) Inward Material a. Check that entry for the incoming material is made at the entry gate register in front of Security Staff and IGP is issued. b. Ensure that the weighing/ counting of the incoming material are made properly and correctly at the receiving section. c. Check that every IGP is accompanied by Original Invoice of the Vendor.</p>

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

(G)	Sales/Issue	<p>To check and report whether:</p> <p>(i) Sales are made as per the approved sales policy/ prescribed procedures.</p> <p>(ii) Sale of scrap items is made only through tender/ open auction/ MSTC.</p> <p>(iii) Ensure that the weighing/ counting of the outgoing material are made properly and correctly at the dispatch section.</p>
(H)	Inventory/ Stock Receipt/ Store Management	<p>To check and report whether :</p> <p>(i) Actual Inventory levels are as per the Inventory norms w.r.t: Stores & Spares Raw Material/Semi Finished items/Sub-assemblies W.I.P. (Work in Process) Finished Stock/End store</p> <p>(ii) Age-wise analysis of finished stock giving details for finished stock lying : Less than 06 months 06-12 months More than 12 months</p> <p>(iii) Age wise summary of <u>obsolete/ damaged, non-moving and slow moving stock</u> has been prepared and reported to Head Office for further instructions. If so, then report the details along with the amount thereof.</p> <p>(iv) Physical verification of inventory is carried out by the management at least once in a year.</p> <p>(v) Samples sent outside the factory are received back within a reasonable time. Sample room for all sample items has been maintained.</p> <p>(vi) Whether the systems of inventory control like Maximum level/ Minimum level/ EOQ/ Perpetual inventory system/ Bin Cards etc are prepared.</p> <p>(vii) Items of raw material and stores & spares are procured and not issued within 6 months. If so, then report the details along with the reasons thereof.</p> <p>(viii) Fitness for future use of items which are <u>More than five years</u> Old are assessed or not</p> <p>(ix) Unused Stores & spares lying within a particular department are properly recorded/ accounted.</p> <p>(x) All inventories, other than disposable scraps are valued at lower of cost or Net realizable value (NRV). The cost of materials is ascertained by weighted analysis method.</p> <p>(xi) Monthly Quantitative Reconciliation Statement</p>

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

		Particulars	Opening Stock	Purchased	Consumed	Closing Stock
		(i) Raw Material (ii) WIP (iii) Finished Goods				
(I)	Accounting/ Vouching					
		<p>To check and report whether:-</p> <p>(i) Monthly reconciliation of all accounting records such as bank accounts, sub-ledger with main ledger accounts, stock ledger etc is done.</p> <p>(ii) Proper distinction between revenue and capital expenditure is made while accounting.</p> <p>(iii) All the relevant columns of the Vouchers have been properly filled in and vouchers are properly authorized and supported by bills/ invoices etc.</p> <p>(iv) Voucher is prepared only in respect of <u>original Bills/ Invoices</u>.</p> <p>(v) Bills/ invoices are passed strictly as per the terms of purchase order/ MoU/ Contract.</p> <p>(vi) To check the correctness of the accounting head – expenses or income and report the discrepancy, if any.</p> <p>(vii) Ensure that input credit under GST is properly recorded in the books of accounts.</p>				
(J)	Repairs & Maintenance of Plant & Machinery (Total Productive Maintenance)TPM					
		<p>To check and report whether :</p> <p>(i) Schedule of preventive maintenance & Periodic maintenance of plant & machinery and equipments has been made at regular intervals.</p> <p>(ii) Preventive maintenance schedule includes all the plant machinery and equipments.</p> <p>(iii) There is any deviation from the planned preventive maintenance schedule. Enquire in to the reason for such a deviation and comment upon it.</p>				
(K)	Insurance					
		<p>(i) Obtain a list / statement of all the Insurance policies and ensure that all the assets including stocks of the company are fully and adequately insured.</p> <p>(ii) Obtain a list of all the insurance claims pending for settlement and comment upon the old pending cases.</p> <p>(iii) Ensure that the Insurance policies are renewed in time i.e. before the expiry of the period of validity.</p> <p>(iv) Prepaid insurance expenses are booked adequately.</p>				
(L)	Work Contracts/ Civil/ RC					
		<p>To check and report whether:</p> <p>(i) There was any lacuna in procedure adopted for award of civil work contract/RC which was not as per the procedure laid down in manual.</p> <p>(ii) The rates for carrying out the jobs work was finalized after a proper comparison of the rates and further negotiation.</p>				

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

(M)	Statutory Compliances	<p>(i) To check and report whether the provisions of Income Tax/ GST/ PF/ ESI/ Professional Tax have been complied with.</p> <p>(ii) To check and report whether tax payments are made and returns are filed within the due date.</p> <p>(iii) To report month wise payment of statutory dues.</p>
(N)	Budgets	To report month wise performance of the unit in technical and financial parameters.
(O)	Personnel/ GA	<p>(i) Review the personnel service files of employees kept by the Personnel Department/ GA Section to check whether –</p> <p>a. All the copies of certificates/ testimonials have been taken from the employees at the time of joining.</p> <p>b. Copies of appointment advice/ appointment letters/ confirmation letters etc are kept in the service files</p> <p>c. Nomination in case of Gratuity/ Pension/ PF/ superannuation etc has been collected from the employees.</p> <p>d. All other documents like increment letters/ promotion letters etc are properly filed in the service files.</p> <p>(ii) Ensure that the Procurement Department is taking due care in case of contract labour employed by it to ensure that legal and statutory obligation like GPF/NPS/ PF/ ESI are taken care of. The Personnel Department should maintain proper attendance record in respect of the contract labour and should obtain copies of monthly PF/ ESI challans from the contractor.</p> <p>(iii) Check that the various licenses like the Factory license etc. are renewed in time.</p> <p>(iv). Ensure that the various provisions of industrial and labour laws like The Apprentices Act/ Factories Act/ Payment of wages Act/ Minimum wages Act etc. are duly complied with.</p> <p>(v) Ensure that proper attendance/ leave records are maintained by the Personnel Department in respect of all the workmen/ staff/ officers/ managers/ higher management.</p> <p>(vi) Check whether Final Claim of Medical Re-imburement and TA/DA are as per CGHS/CSMA/Company rule.</p>

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

(P)	Time Office/ HR	To check and report whether : a. If actual strength is more than the sanctioned strength, then check approval for extra manpower deployed. b. System of marking attendance has adequate checks and controls. Point out the lacunae/ weakness in the internal control system.
(Q)	Regulatory/ Legal Dept	Review of status of legal cases pending.
(R)	Secretarial Department	Review of the systems and procedures to comply with provisions of Companies Act 2013.
(S)	Cost Accounts	Auditor should also check whether Units are maintaining proper cost records as per Cost Audit report rules.
(T)	Additional points	a. To assess adequacy of internal checks & internal controls in the organization. b. To comment on the adequacy of laid down procedures. c. Scrutinizing tenders/ contracts of high value (Rs. 10 Lakhs & above). d. Verification and review of old outstanding loans and advances and details provided to Head Office for further consideration. e. Whether the action plans to comply with the Cost Auditors observations have been made and action taken report in respect of action plan is being submitted. <i>f. The Auditors should pick up at least 1 system/ sub-system in each phase (Half Year) of audit and indicate how specific internal controls need to be strengthened in that area.</i>
(U)	Annual compliance report (i.e. along with the report for second half year)	To provide the annual compliance report (i.e. along with the report for second half year) as below:- a) Compliance report in respect of points mentioned at para (A) to (T) above and <i>b) Compliance report as per Internal Audit Check list as provided by the Corporate Finance.</i>

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

Annexure-B

AUDIT REPORT

On completion of Audit of the respective units in case of each half year the preliminary observation shall first be discussed with the Finance Chief concerned. Based on the outcome of the discussions, the audit report thus compiled shall be structured as per the scope of reporting on the Internal Financial Control and as outlined hereunder:-

Part-I Compliance and report:

This part shall cover the point wise comments of the Auditors on the adequacy of the compliance and action taken for rectification of errors, discrepancies pointed out by previous auditor pertaining to earlier period(s). It shall also contain the confirmation regarding implementation of policies, systems, controls etc., to avoid the recurrence of such irregularities in future. It may be ensured (while conducting the audit) that compliance report of the audit observations pointed out in the earlier report of preceding period(s), is furnished along with the corrective action taken.

Part – II Important observations/ findings:

This part shall contain all such significant discrepancies observed during the current audit and which (as auditors feel) require immediate attention of the management specifying the financial implications, if any. In this part auditor shall also bring out the important deviation/observations, if any, on policies, system and procedure of the Company.

Part- III Detailed report:

In this part, the auditor shall furnish the detailed results of the audit and auditors' confirmation whether Company's system/ guidelines/ propriety has been adhered to in the areas viz., works contracts, procurement, operations, establishment, records of gratuity, ex gratia/ special incentive, commercial billing and its realization/ reconciliation, maintenance of fixed assets register, investments, current assets, capital work in progress, expenditure during construction, ERP, mandatory spares, stores, inter unit accounts, review of accounts, guest house wherever applicable and provision of liabilities etc., besides all items covered in the point no. (A) to (T) in the scope of Internal Audit including annual compliance report mentioned in point no. (U) in the Scope of Internal Audit above.

The report should be supplemented in each phase by statement indicating:

- i) Particulars of records with their volume (i.e. total no. of vouchers in each category for each phase) and value checked as compared to the total volume and value of transactions.
- ii) A summary report indicating the important observations for each period and each area.
- iii) A statement indicating the audit personnel deployed, their designation and the period of deployment for each period.

Auditor shall interact/ discuss with the Finance Chief of respective Units/ HQ for finalizing the detailed program/ schedule of Audit at least 2 weeks before commencing the quarterly audit and communicate the specific records/ documents to be kept ready for audit, so as to ensure that the audit is completed on time.

During internal audit, auditors should finalize the draft report and discuss the same with Finance Chief and unit head for further action/ compliance. A certificate that the draft report has been discussed with the unit head indicating the date, time and venue be enclosed along with the Final Report to be submitted to the Chief of Corporate Finance.

Advanced Weapons and Equipment India Limited HQ, Kanpur
Scope of Work

TERMS AND CONDITIONS:

1. An Internal Audit Team consisting of Minimum five (5) employees/Auditors shall be deputed by the Awarded Firm on regular basis during the period of audit consisting of following:
 - (i) One (01) qualified CA/ CMA or Partner (Atleast for 2 days)
 - (ii) One (01) Qualified Audit Manager (CA/CMA)
 - (iii) Three (3) Sr. Audit Executive (Semi-Qualified CA/CMA)/ Articles
2. The awarded firms, appointed, will have to do the Audit themselves and not resort to any kind of outsourcing, whatsoever. In case, it is subsequently revealed at any stage of the appointment process/ post appointment that outsourcing has been resorted to, the appointment is liable to be summarily cancelled with immediate effect & no fee will be payable in respect of work done.
3. A checklist will be provided to awarded audit firm for audit.
4. Audit to be undertaken in accordance with the Internal Audit Standards issued by the ICAI to the extent they are applicable to the given scope.
5. The professionals have to work on site at AWEIL Corporate Office or concerned unit as the case may be, during their period of contract.
6. ID card to be issued to individuals engaged in the work by the firm.
7. The firm should fulfill all security conditions as applicable to AWEIL and abide by security instructions for all purposes.
8. PVR and security clearance for all staff deployed on behalf of the firm must be ensured before commencing the work.
9. It should be clearly indicated that none of the personnel engaged by the firm against the contract shall have any right/ claim whatsoever for direct recruitment or permanent employment in the factory/ unit.
10. No price escalation is allowed during the tenure of the contract.
11. Income Tax/ other taxes, if any, will be deducted before payment as per the procedure in vogue.
12. The firm must also ensure the safe keeping and confidentiality of these documents by providing an undertaking.

Prequalification / Evaluation Criteria

1.	It is a single bid case i.e. Technical Bid based on Fixed Remuneration Based Selection (FBS).		
2.	Technical Bid Evaluation: Technical bid will be evaluated on following parameters and bidder should submit the following documents for acceptance of technical bid:		
	a) GST Registration: The bidder should have GST Registration Number (if GST registration applicable) and also provide a copy of GST Registration Certificate. If, bidder is unregistered, proof of the same should be submitted for exemption.		
	b) EMD / EMD Exemption: The bidder should be deposit required EMD (as mentioned in bid) or submit valid EMD exemption certificate as per clause No. 13 of Instructions to Bidder.		
	c) PAN of bidder: The bidder should have a Permanent Account Number (PAN) allotted by Income Tax Department and the same should be submitted with technical bid.		
	d) Income Tax Return: The bidder should have Income Tax Return statement of last financial year and the same should be submitted with technical bid.		
	e) Turnover: Average Annual Financial Turnover during the last 03 years, ending 31 st March of the previous financial years should be at least 30% of the estimated cost. Bidder should submit the Balance Sheet along with Profit Loss statement or Annual Turnover details of last 03 financial years.		
	f)		
	Sr. No.	Basic Requirement(s)	Particulars
			Supporting Documents required to be submitted with Technical Bid. (If firm is eligible for exemption against any particular basic requirement, the documentary evidence against such exemption is required to be submitted.)
	1.	Legal Entity	The Chartered Accountant / Cost & Management Accountant (CA/CMA) firms must be registered with their respective Institutes and shall have obtained the certificate of Practice from their respective Institutes. Further firms shall have at least Five years of practice in the profession of CA/CMA.
			Certificate of practice of the firm issued by their respective Institute i.e. Institute of Chartered /Cost Accountants of India. Also Information related to year of establishment of Head Office(s) & Branch Office(s), addresses, details of Partners and their membership nos., etc. as indicated in the Certificate.
	2.	Past performance	(i) Firm should have atleast one number of Internal Audit /Consultancy for preparation of financial statements / Statutory Audit (for full financial year) as per Companies Act, 2013 in manufacturing company having turnover atleast Rs. 200 Cr being a CPSU or Company under Companies Act, 2013 (in last 04 years preceding to 31 st March, 2024) (ii) Firm should have minimum 03 CA/CMA partners. (iii) The firm should have at least 03 qualified chartered accountants/ Cost & Management Accountant (CA/CMA) with minimum 03 years post qualification experience.
			(i) Copy of work order, copy of scope of work and work Completion certificate for Consultancy for preparation of Financial Statements, copy of Appointment of Statutory Auditors. (ii) & (iii) Firm's constitution certificate from their institute.
	g) Acceptance of T&C of Bid: The Bidder should upload duly signed copy of all T&C of Bid i.e. <u>Instructions to Bidder, Scope of Work, Prequalification / Evaluation Criteria, Payment Terms, Service Level Agreement, Annexures, etc.</u>		
	h) Bidder Financial Standing: The Bidder should not be under liquidation, court receivership or similar		

Advanced Weapons and Equipment India Limited, Kanpur

	proceedings should not be bankrupt. Bidder to upload undertaking to this effect with the bid.
	i) The firm should not have been debarred / blacklisted by any of the Govt./ PSUs or any other legal entities for consultancy services. The firm should not have been convicted by a court of Law or indicted by a regulatory authority for any offence against it. The firm should also not have any Criminal / Civil investigation pending against it, by enforcement or Prosecution Authorities. Bidder should submit undertaking in this regard.
	j) Exemption on prior Turnover & Experience criteria is not applicable to Startup or MSE bidders.
3.	Financial Bid: Remuneration is pre-fixed for each unit/Office. Only technical /Quality bid with H1 firm getting highest marks will be awarded the Internal Audit work.

Note:

1. One Firm will be allotted audit for one unit only.
2. The audit firm should indicate the unit preferences while submitting the bid.
3. The Audit firms/ LLPs securing 60% and above points (marks) as per criteria shall be considered for empanelment. The criterion for assigning points (marks) is given in selection criteria. Points (marks) shall be assigned to each firm/ LLP based on the detail submitted. However, in case of non-availability of required audit firms, the company reserves the right to relax the condition of audit of one unit only. In case of tie of points of the firms for a particular unit (i) criteria of ranking of empanelment will be seniority of firm in term of nos of years continuing as Partnership Firm/ LLP and (ii) on further tie of Points, number of Partners in Firm/ LLP will be considered. If (i) and (ii) are being equal then the company's decision will be final and binding.
4. Audit firm shall have its office within 100 Kms of the location of concerned unit/ Head Quarters to be audited. No TA/DA will be given to attend the unit/ HQ for audit.

***Note-**The firms who are already engaged as Statutory Auditor/ Cost Auditor and providing Professional Services or as a Consultant in last 02 years (i.e. FY 2022-23 & FY 2023-24) in AWEIL HQ or its units are not eligible to participate in bid.

[Firms must ensure that all the relevant documents are enclosed to substantiate their claim (All Registration Certificates/Appointment Letter or any other material documents must be legitimate as on the date of final Submission)].

SELECTION CRITERIA – MARKS ALLOCATION FOR EMPANELMENT:

Sl. No.	Basic requirement	Criterion	Max Marks	Supporting Documents
1	Working Experience (Internal Audit/preparation of financial statements/ Statutory Audit) with CPSU or companies (under Companies Act, 2013) in last 04 years preceding from 31st March 2024. (Full year contract will be considered)	1 to 2 Contracts = 10 Marks 3 to 4 Contracts = 15 Marks More than 4 Contracts = 20 Marks	20	Copy of Work order for Internal audit, Copy of scope of work and work completion certificate for Consultancy for preparation of Financial Statements, Copy of Appointment of Statutory Auditors.
2	Working Experience (Internal Audit/preparation of financial statements/ Statutory Audit) with CPSU or companies (under Companies Act, 2013) with minimum turnover Rs.200 crore in last 04 years preceding from 31st March 2024 (Full year contract will be considered)	Turnover 200 Cr to 500 Cr = 10 Marks Turnover More than 500 Cr and less than or equal to 1000 Cr = 15 Marks Turnover More than 1000 Cr = 20 Marks	20	Copy of Work order for Internal audit, Copy of scope of work and work completion certificate for Consultancy for preparation of Financial Statements, Copy of Appointment of Statutory Auditors. Also copy of audited P&L statement of the Company to whom service has been given (for turnover)
3	Number of CA/ CMA Partners in the Firm for minimum period of one year as on 31.03.2024	Min 03 Partners = 10 Marks 4 to 5 Partners= 15 Marks More than 5 Partners = 20 Marks	20	Firm's Constitution Certificate issued by the Institute of Chartered/ Cost Accountants of India.
4	No. of Qualified CA's/ CMA associated with the firm in addition to partners above	2 to 3 CA/ CMA = 10 Marks 4 to 5 CA/ CMA = 15 Marks More than 5 CA/ CMA = 20 Marks	20	Certificate of Practice of CA/ CMA issued by the respective Institute of Chartered/ Cost Accountants of India.
5	Nos of year of the firms Existence	5 to 7 years = 10 Marks 7 to 10 Years= 15 Marks More than 10 Years=20 Marks	20	Certificate of constitution of audit firm indicating year of Constitution.
		Total	100	

Instructions to Bidder

1. The CMD, Advanced Weapons and Equipment India Limited, Kanpur (the Buyer), through this Bid issued as OPEN TENDER, invites Bids, on SINGLE BID basis, from all eligible Bidders for **“Hiring of Internal Auditor for FY 2024-25 & 2025-26 of AWEIL Units as per Scope of work”**.
2. Bidders are advised to study carefully the various clauses contained in the Terms and Conditions before submitting their bid. Bidders who are interested to quote for the services can visit Advanced Weapons and Equipment India Limited, Kanpur and acquaint themselves with the nature and quantum of work involved before submitting the bid.
3. Bidders shall be solely responsible for ensuring timely submission of their Bid (and supporting documents) by the specified date & time, and in the manner prescribed in the Bid. If due to any exigency, the due date for Bid opening is declared as a closed holiday, the Bid opening will be held on the next working day at the same time or on any other day/time, as intimated by the Buyer. Should it so become necessary for the Buyer to extend the Bid opening date, such extended date shall be duly intimated/ notified.
4. Bid Validity should be 180 days.
5. Bidders have to submit their bids through by post in sealed envelope at Field Gun Factory, Kanpur. Bids submitted by any other mode shall be treated as invalid.
6. Bidders requiring clarifications on the contents of the Bid may request the Buyer through email bringing out unambiguously the specific clarifications needed.
7. Bidder may modify or withdraw their bid before deadline. No bid can be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of the bid validity (offer validity) specified. Withdrawal of bid during this period will result in Bidder’s forfeiture of bid security i.e. Earnest Money Deposit (EMD).
8. Bids shall be opened offline and bidders, who participated in the Bid can visit at the time of bid opening date & time specified in bid.
9. Bidders should quote Technical Bid only and not required to quote Financial Bid, otherwise offer is liable to ignored. Only the Technical Bid will be opened on the specified Tender opening date and time. ~~Financial Bid of only those bidders will be opened, whose Technical Bids are found technically compliant/ suitable on Technical Evaluation by the Buyer. Date of opening of the Financial Bid shall be intimated after evaluation of the Technical Bid through GeM portal.~~
10. During evaluation of Bids, the Buyer may, if so required, ask the Bidder(s) for clarification on the Bid submitted. The request for such clarification shall be made through email and the bidder will also submit their response on email. The clarification furnished by the Bidder should not result in any change in prices or substance of the Bid nor will the same be permitted. No post-bid clarification at the initiative of the Bidder will be entertained.
11. Any further corrigendum of this Bid will be published only on CPPP /eprocure.gov.in portal/ <https://etenders.gov.in>.
12. All required documents according to Terms & Conditions of Bid must submitted with Technical Bid and submitted documents must be readable. In the event of non-submission of information/documents asked in the Bid, offer of the bidder is liable to be rejected.
13. **Earnest Money Deposit:**
 - (a) Those bidders who quote in the above Bid must enclose Earnest Money Deposit along with the Bid otherwise Bid will be treated as INVALID. EMD is normally to remain valid for a period of forty-five days beyond the final bid validity period (offer validity).
 - (b) Earnest Money Deposit may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in favour of **Chairman and Managing Director, Advanced Weapons and Equipment India Limited, Kanpur**, should accompany with Bid, failing which Bid will be ignored without further reference. Bank Cheque will not be accepted against Earnest Money Deposit. Further, Earnest Money Deposit received against any other Bid invited by this office will not be adjusted towards this Bid.
 - (c) Bidders who are registered as Micro and Small Enterprises (MSEs) having Udyam registration as defined in MSE procurement policy issued by Department of MSME/ the Central Purchase

Advanced Weapon and Equipment India Limited, Kanpur

- Organisation/ Concerned Ministries/ Department/ Start-ups as recognised by Department of Industrial Policy and Promotion (DIPP)/ CPSUs may be exempted from payment of EMD on production of documentary evidence.
- (d) Earnest Money (EMD) must reach to this office on or before Bid opening date and copy of the same should be attached along with technical Bid.
 - (e) EMD of the technically rejected bidder shall be returned immediately after technical evaluation. EMD of balance unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after award of contract/ finalization of the tender.
 - (f) The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of PSD/PBG from them as called for in the consequent Contract.
14. Bidder should comply with all the T&C of this Bid and confirm acceptance of all the clauses of T&C of Bid, which shall automatically be part of the consequent contract with the successful Bidder(s) (i.e. Seller in the consequent contract). Failure to confirm acceptance to the clauses mentioned in T&C of Bid may result in rejection of the Bid submitted by the Bidder. Conditional Bids shall be treated as invalid and rejected. Bidder should submit duly signed copy of all T&C of the bid.
 15. In case of any dispute, the decision of the Buyer shall be final and binding on all participants in the Bid. The Company reserves the right to accept / reject any or all the offers without assigning any reason whatsoever therefore.
 16. Unless otherwise stated, terms and references will be referred to T&C of this bid for clarification.
 17. Bidder's offer is liable to be rejected if they don't submit any of the certificate/ documents sought in the Bid documents and Corrigendum if any.
 18. ~~The bidders must submit their quotation in Indian rupees only. Quotation in Foreign Exchange will not be accepted.~~
 19. The proposal should be submitted strictly as per the terms & conditions laid down in TE documents.
 20. No escalation except Tax will be accepted during currency of the contract.
 21. ~~The bidder has to quote their rates only on Financial Bid Template, otherwise offer will not be considered.~~
 22. The Company reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more applicant(s) at any stage or to cancel the process entirely at its sole discretion without assigning any reason whatsoever.
 23. ~~A pre-bid conference (virtually) for clarifying issues and clearing doubts, if any, about the specification and other allied technical/ evaluation/ commercial details of the item projected in the tender enquiry document shall be held on at Hrs. Bidders interested to attend the pre-bid conference, can send their queries till, Hrs. in advance to e-mail ID: for better appreciation of their issues. VC Link for the conference will be shared in due course of time to the interests shown.~~

AW&EIL Profile: Advanced Weapons & Equipment India Ltd. (AW&EIL) is one of the seven (7) new Defence PSUs formed by converting the Ordnance Factory Board into fully Government owned Enterprises. AW&EIL has been incorporated under the Companies Act 2013 on 14th August, 2021. However, its commencement of business took place on 1st October 2021 as notified by DDP. It comprises of the following production and non-production units:

Ordnance Factory Kanpur, Field Gun Factory Kanpur, Small Arms Factory Kanpur, Ordnance Factory Project Korwa, Gun Carriage Factory Jabalpur, Ordnance Factory Tiruchirapalli, Gun & Shell Factory Cossipore and Rifle Factory Ishapore & AWTM.

Bid is invited by AW&EIL from Chartered Accountants (CA)/ Cost & Management Accountant (CMA) Firms for conducting Internal Audit for its Head Quarters (HQ) and aforesaid Factories or Units in accordance with the provisions of the Companies Act, 2013.

1. Scope, Coverage and Audit Programme: Enclosed as **Annexure-A**.
2. Period: FY 2024-25 & FY 2025-26
3. Date of Commencement of audit period: 01.04.2024
4. AUDIT TEAM:
 - a) The Partnership/ Limited Liability Firms of Chartered Accountants/ Cost & Management Accountants registered with the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India, appointed to conduct Internal Audit shall depute audit team consisting of article/ audit assistants, qualified Chartered/ Cost Accountants including partners to the Head Quarters (HQ) and Manufacturing units/ factories at various locations mentioned above.
 - b) The Audit Team should visit respective units viz., HQ/ Manufacturing units every 6 months and conduct Audit for at least 5-6 working days in half year period. The attendance of the team members will be maintained by Finance Chief of Head Quarters/ Units concerned.
 - c) Partner of the firm should visit at least two days for each half year period for overall view on audit and discussion with the Management.
 - d) The Audit team shall conduct the audit as per Manual, rules and regulations, guidelines, instructions, Delegation of Power etc., and in consultation with officials concerned at Head Quarters and Manufacturing Units. The Audit Program is indicative only and further points may be added by the management from time to time on need basis.
5. Periodicity of Report: Half yearly.
6. Methodology of Audit: Internal Audit will be conducted for the full Financial Year 2024-25 and FY 2025-26 at all the above units/ HQ **on half yearly basis** by a dedicated team. Audit observations requiring written clarification shall be concurrently communicated to the Unit Head under copies to Unit Finance Chief. Internal Audit Report shall be submitted for each half year period. Written replies shall be obtained in juxtaposed form against the audit observations and a draft report prepared indicating your vetting remarks as to tenability or otherwise. Final report containing all observations which are not resolved to the satisfaction of the Internal Auditors shall be submitted to the Chief of Corporate Finance at HQ duly juxtaposed with the replies. The report shall include the coverage of issues of material nature involving deviations from the policies of the Company, GAAP, Accounting Policies, Accounting Standards and the Internal Controls established by the Management in the form of various manuals and the required corrective action and recommendation for preventing recurrence. The report should also contain a separate section on 'Value Addition' made by the Internal Audit.
7. Unresolved issues of material nature, involving Accounting Principles and Standards shall be coordinated by Corporate Finance in consultation with the Statutory Auditors of the Company and resolved before presentation to the Management and to the Board.

8. Due date for submission of Report: The Internal Audit report is to be submitted on or before 7th Oct for 1st half and 15th April for 2nd Half of the financial year. The Internal Auditor is expected to draw up the Audit Program in consultation with the Factory/ Unit Finance Chief for this purpose in order to stick to the prescribed date for the submission of the report. The audit for 1st half shall cover the period from 1st April to 15th Sept and 2nd half from 16th Sept to 31st March of the financial year. The initial Audit Report shall be submitted to the respective HQ/ Unit Chief of Finance (say 5th Oct) and Final Report be submitted 2 days thereafter to the Chief of Corporate Finance, AWEIL, Kanpur - 208009 i.e. (say 7th Oct) for the 1st Half year under report with a copy to the Unit Head concerned. The audit report shall cover the points mentioned at **Annexure-B**

***Note- For the F.Y.2024-25 the annual internal audit report should be submitted within two months from the date of placement of order.**

Draft Internal Audit Report should be discussed with the unit head and their replies towards each auditor's observation should also be incorporated in the report. Certificate signed by unit head that report was discussed with him shall form part of audit report.

9. Presentation to Management and Board: If felt necessary, the Management may invite the firm to be present at AWEIL HQ for discussion with Management/ Board on major issues brought out in the Report, in which case, out of pocket expenses, if any, will be borne by AWEIL Limited.
10. Remuneration: Following **all-inclusive remuneration** (subject to Board Approval) is fixed for the FY 2024-25 and FY 2025-26 **excluding applicable GST but subject to deduction of TDS as applicable:**

Sr. No.	Factory/ Unit	Place of Audit	No. of Firms	*All-inclusive remuneration per annum (Excluding GST as applicable) for FY.2024-25 and FY 2025-26	Preferred location of the firm
i)	Head Quarter (HQ) and Ordnance Factory Kanpur (OFC) Kalpi road, Kanpur, Uttar Pradesh Pin-208009	Kanpur	One	Rs.90000/- (Rupees Ninety thousand only) per year	Kanpur/ Lucknow
ii)	Field Gun Factory (FGK) Kalpi road, Kanpur, Uttar Pradesh Pin-208009	Kanpur	One	Rs.60000/- (Rupees Sixty thousand only) per year	Kanpur/ Lucknow
iii)	Small Arms Factory (SAF) Kalpi road, Kanpur, Uttar Pradesh Pin-208009	Kanpur	One	Rs. 60000/- (Rupees Sixty thousand only) per year	Kanpur/ Lucknow
iv)	Ordnance Factory Project Korwa (OFPKR) HAL Korwa, Amethi, Uttar Pradesh Pin- 227412	Korwa	One	Rs. 40000/- (Rupees Forty thousand only) per year	Korwa/ Amethi/ Raebarely
v)	Gun Carriage Factory (GCF) Jabalpur, Madhya Pradesh	Jabalpur	One	Rs. 80000/- (Rupees Eighty thousand only) per year	Jabalpur

Advanced Weapon and Equipment India Limited, Kanpur

	Pin- 482011			thousand only) per year	
vi)	Ordnance Factory Trichi (OFT) Trichi, Tamil Nadu Pin- 620016	Trichi	One	Rs. 60000/- (Rupees Sixty thousand only) per year	Trichi
vii)	Gun & Shell Factory (GSF) Khagen Chatterjee Road, Cossipore, Kolkata, West Bengal Pin, 700002	Cossipore	One	Rs. 80000/- (Rupees Eighty thousand only) per year	Cossipore/ Kolkata
viii)	Rifle Factory (RFI), (including Training Center AWTM) P.O. Ichapur-Nawabganj, West Bengal Pin- 743144	Ichapur	One	Rs. 60000/- (Rupees Sixty thousand only) per year	Ichapur/ Kolkata

* Remuneration as indicated above is **all-inclusive per annum** i.e. fees and all out-of-pocket expenses including Boarding, Lodging and Conveyance. The company will extend its Guest House/ Boarding facility during the course of internal audit subject to availability and recovery of charges applicable as per rules of the company. Copy of GST registration certificate and PAN needs to be submitted by the firm.

11. **Payment:** 50% of the total fees for the year as indicated herein above will be paid after acceptance of the internal audit reports of the first half year by the Management and the balance 50% will be paid after acceptance of the internal audit reports for full year by the Management.
12. The engagement, if given, is subject to confidentiality and Non-disclosure undertaking to be executed in the form and content acceptable to AWEIL before commencement of the assignment.
13. The Company reserves the right to review the performance of the assignment, if given, and to terminate the services without assigning any reason and without cost or consequence on the part of the Company. On satisfactory performance, the Company may also extend the contract for another period of one year i.e. for FY 2026-27 on mutual consent.
14. **Unconditional willingness or otherwise, with a brief profile as per the format enclosed to be downloaded from Company's website,** should be submitted with bid. ~~to the following address in sealed envelope duly super scribing our letter reference AWEIL/HQ/2024-25 dated _____ to reach us before 3 p.m. on or before _____, The Executive Director, Field Gun Factory, A unit of AWEIL, Kalpi Road, Kanpur – 208009.~~
15. No clarifications or counter offer will be entertained.
16. In order to ensure 'rotation of auditors', the firms engaged as Internal Auditors of the Company for the FY 2023-24 need not submit their Bid against this enquiry.
17. The selection will be made by correlating the point score earned by each firm of Chartered Accountants/ Cost & Management Accountants based on the profile submitted as referred in sl.no.14 above. The Company reserves the right to engage any firm of Chartered Accountants/ Cost & Management Accountants meeting the acceptance criteria and to change the Units or remuneration for any reason including administrative or location convenience and as such the decision of the Company will be final and binding.
18. The firms are advised not to participate, if any of the disqualifications prescribed under rules/

regulations and decisions of Institute of Chartered Accountants of India/ Institute of Cost Accountants of India is found applicable to the firms and conditions prescribed by C&AG under section 139 of the Companies Act, 2013, to the extent applicable, are not met or debarred by any Public Sector Companies.

19. If the same firm scores highest points for more than one place of audit, assignment for one of the places of audit will be entrusted to that firm. The firm will be ignored for evaluation of all other places of audit.
20. Internal Auditors are required to cover all the areas specified in the audit scope in their Internal Audit. Internal Auditors should inform any serious irregularity in the unit to AWEIL HQ, Kanpur as “SPECIAL REPORT TO DIRECTOR (FINANCE) & CMD - AWEIL HQ, Kanpur.” separately. The role of Internal Auditors is not confined only to pointing out the discrepancies but also suggesting remedial measures against these discrepancies and risk involved therein.
21. Half yearly Trial balance should be enclosed along with the Internal Audit Report, duly signed by the Internal Auditor and the unit head. Trial Balance should provide Opening Balance, transaction during the period (Debit and Credit) and Closing Balance.
22. Internal Auditors shall comment whether the adequate internal financial controls are in place as well as the operating effectiveness of such controls as per Section 143(3) of the Companies Act, 2013 and in terms of Rule 10 & 10A of the Companies (Audit and Auditors) Rules, 2014. The auditor is to evaluate the extent and implementation of internal controls with specific reference to transactions having an impact on the financial issues and comment on the same.
23. **GENERAL TERMS AND CONDITIONS:**
 - i) The Audit Firm must not sub-contract the work in whole or in part.
 - ii) Dispute/ difference, if any, shall be mutually settled with the Unit Head. If the dispute could not be settled at above level, it will be forwarded to the Chief of Corporate Finance for appropriate decision of CMD, which will be final and binding on all the concerned.
 - iii) Firm will be debarred from getting Internal Audit assignments in future in AWEIL Limited in the following cases:
 - a) If the firm obtains appointment on the basis of false information/ false statement.
 - b) If the firm does not take up audit in terms of appointment letter.
 - c) If the firm does not submit the Audit Report, complete in all respect, in terms of appointment.

:1:

BRIEF PROFILE OF PARTNERSHIP/ LLP FIRMS OF CHARTERED ACCOUNTANTS/ COST & MANAGEMENT ACCOUNTANTS AS ON THE DATE OF PUBLISHING BID FOR INTERNAL AUDITING FOR THE PERIOD OF 02 YEARS

Sl. No.	Description				
1	Name, Address of the firm with PAN and GST Registration No. (Copy of PAN & GST Regn. Certificate to be enclosed)				
2	Date of Registration of the firm with the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India - (Copy of Certificate to be enclosed)				
3	Details of Full Time CA/ CMA Partners: (associated for a minimum of 1 year on the date of publishing of EoI) (Firm Constitution Certificate to be enclosed)				
	Name	Date of joining the firm	Location	Date of enrollment as CA/ CMA	Membership No. (Certificate to be enclosed)
4	Details of Full Time CA/ CMA in addition to partners above: (associated for a minimum of 1 year on the date of publishing of EoI) (Firm Constitution Certificate to be enclosed)				
	Name	Date of joining the firm	Location	Date of enrollment as CA/ CMA	Membership No. (Certificate to be enclosed)
5	Statutory Audit Appointment in CPSU/ Companies				
	Name of the CPSU/ Companies (Appointment letter and Statutory Audit report, audited P&L statement of the Company to whom service has been given (for turnover) to be enclosed)			Year of engagement	
6	Internal Audit Assignments with CPSU/ Companies				
	Name of the CPSU/ Companies (Appointment letter and Internal Audit report, audited P&L statement of the Company to whom service has been given (for turnover) to be enclosed)			Year of engagement	
7	Consultancy for preparation financial Statement of CPSU/ Companies			Year of engagement	
	Name of the CPSU/ Companies (Copy of Work order with scope of work and work completion certificate for Consultancy for preparation of Financial Statements, audited P&L statement of the Company to whom service has been given (for turnover) to be enclosed)				

Note: Full time partner does not include a person who is:

(a) a partner in other firms.

(b) employed full time/ part time elsewhere, practicing in his/ her own name or engaged in practice otherwise or engaged in other activity which would be deemed to be in practice under Section 2(2) of the Chartered Accountants Act, 1949/ Cost and Works Accountants Act, 1959.

(c) a partner whose individual %age share in the total compensation* is less than 8%

(* Total compensation = Sum total of share of profit, remuneration and interest on capital of all partners from the Firm)

1. One Firm will be allotted audit for one unit only.
2. The audit firm should indicate the unit preferences while submitting the bid.
3. The Audit firms/ LLPs securing 60% and above points (marks) as per criteria shall be considered for empanelment. The criterion for assigning points (marks) is given in selection criteria. Points (marks) shall be assigned to each firm/ LLP based on the detail submitted. However, in case of non-availability of required audit firms, the company reserves the right to relax the condition of audit of one unit only. In case of tie of points of the firms for a particular unit (i) criteria of ranking of empanelment will be seniority of firm in term of nos of years continuing as Partnership Firm/ LLP and (ii) on further tie of Points, number of Partners in Firm/ LLP will be considered. If (i) and (ii) are being equal then the company's decision will be final and binding.
4. Audit firm shall have its office within 100 Kms of the location of concerned unit/ Head Quarters to be audited. No TA/DA will be given to attend the unit/ HQ for audit.

***Note-**The firms who are already engaged as Statutory Auditor/ Cost Auditor and providing Professional Services or as a Consultant in last 02 years (i.e. FY 2022-23 & FY 2023-24) in AWEIL HQ or its units are not eligible to participate in bid.

[Firms must ensure that all the relevant documents are enclosed to substantiate their claim (All Registration Certificates/Appointment Letter or any other material documents must be legitimate as on the date of final Submission)].

UNDERTAKING

(To be furnished on the letter head of the Firm)

We, M/s _____, firm of Chartered Accountants/ Cost & Management Accountants do hereby verify and declare:

- (i) that the particulars given above are complete and correct and that if any of the statements made or the information so furnished is later found to be incorrect or false or there has been suppression of material information, the firm would stand disqualified from empanelment/ allotment of audit assignment and might be liable for disciplinary action under the Chartered Accountants Act, 1949/ Cost and Works Accountants Act, 1959 and the regulations framed there under;
- (ii) that the firm or partner(s) has/ have/ has not/ have not been debarred or cautioned by the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India during the last three years (if the answer is 'affirmative' please furnish details);

- (iii) that individually the partners are not engaged in practice otherwise or in any other activity which would be deemed to be in practice u/s section 2 (2) of the Chartered Accountants Act, 1949 or u/s 2(2) of the Cost and Works Accountants Act, 1959.
- (iv) that the constitution of the firm as on the date of publishing of bid is the same as that in the records of the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India (if not please enclose details of revised constitution of the firm as on the date of submission of bid).
- (v) that the firm or partners will maintain the complete confidentiality of information that come to their knowledge during the audit and will not disclose it to third party without the written consent of AWEIL.

Place:

Signature with Seal of the Firm

Date:

Advanced Weapon and Equipment India Limited, Kanpur

Service Level Agreement

1.	Execution of Contract: The service provider will execute the work as per Scope of Work/Services.
2.	Performance Security Deposit (PSD): a) The service provider (successful bidder whom contract has been awarded) shall deposit 5% (if order value is 10 lakhs or more) of the total value of the Purchase/Supply Order including taxes as Performance Security Deposit by way of Fixed Deposit Receipt/Bank Guarantee from a Commercial Bank of India within specified date (normally 30 days after receiving of Supply Order). Indemnity Bonds may be accepted as PSD from Central PSUs. b) The PSD/PBG should be valid for additional period of 60 days beyond the fulfillment of all contractual obligations. In the event of the extension of contract period by the Buyer, the service provider will be responsible to ensure that the validity of the PSD/PBG is also simultaneously extended/re-validated so that it is valid for additional period of 60 days beyond extended contract period. c) In the event of non-performance or if the service provider fails to fulfill the contractual obligations, the PSD/PBG will be forfeited and the PSD/PBG will be encashed. In case any claim or any other contractual obligations are outstanding, the service provider shall extend the PSD/PBG as requested by the Buyer till such time as the service provider settles all claims and completes all contractual obligations. The PSD/PBG shall also be liable for encashment/forfeited if conditions regarding adherence to delivery schedule and other provisions of the contract are not fulfilled by the service provider. The Buyer decision shall be final and binding in this regard. d) PSD/PBG is initially to be given by the supplier for original supply order quantity without option clause quantity. PSD/PBG (without interest except FDR) for the original supply order quantity may be returned after 60 days of fulfillment of all contractual obligations of the original supply order quantity including warranty period (if any). Regarding Option Clause, PSD/PBG amount may be worked out based on Option Clause quantity. PSD/PBG for Option Clause quantity may be returned after 60 days of fulfillment of all contractual obligations of the Option Clause quantity. e) PSD/PBG will be submitted in favour of Chairman and Managing Director, Advanced Weapon & Equipment India Limited, Kanpur . The service provider should send original copy of PSD/PBG to CMD, AWEIL, Kanpur. No Claim will be accepted without furnishing of PSD/PBG.
3.	Option Clause: Buyer reserves the right to place orders for additional quantity (period of service) up to a maximum of 25% of the originally contracted quantity (period of service) at the same rate and Terms & Conditions of the contract, within the original delivery period as well as extended delivery period.
4.	Extension of contract: The company reserves the right to review the performance of the assignment, if given, and to terminate the services without assigning any reason and without cost or consequence on the part of the Company. On satisfactory performance, the company may also extend the contract for another period of one year i.e. FY 2026-27 on mutual consent.
5.	Liquidated Damage (LD): The service provider must ensure to provide the services within DP otherwise LD (Liquidated damage) will be imposed @ 0.5% Per Week of the value of outstanding Services. However, the total LD will not be exceeded to 10% of the total PO value (based on Basic Rates excluding Taxes) imposed in the extended DP.
6.	Inspection will be done by CMD, AWEIL's representative on Completion of Work and job completion will be issued after final completion of work.
7.	Sub Contract: Sub-contracting of the work will not be allowed.
8.	Withholding Tax: BUYER would be deducting at source applicable Income Tax as per Government of India Rules applicable at the time of making payments in respect of services rendered in India. As per the Rules, Income tax has to be borne by the recipient of the Income and relevant certificate to this effect will be issued to the Seller on deduction of such amounts, if applicable.
9.	Applicable Laws/Jurisdiction: All questions, disputes or differences arising out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the Court within the local limits whose jurisdiction the place from which the Acceptance of Tender is issued, is situated. This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of the Republic of India, as may be in force from time to time. Jurisdiction for all the matters that may

Advanced Weapon and Equipment India Limited, Kanpur

	arise will be at Kanpur. Bidder/Tenderers shall mean the firm who submits the tender and enters into contract with AW&EIL and shall include their executors, administrators and successors and permitted assignees
10.	The service provider shall treat all documents, information, data, and communication and with the buyer as privileged and strictly confidential.
11.	Arbitration:
	<p>a) 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.</p> <p>b) 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.</p> <p>c) 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.</p> <p>d) 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 & Managing Director, Advanced Weapon & Equipment India Limited (HQ), Kanpur, 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> <p>e) The Arbitration Tribunal shall have its seat in Kanpur in India.</p> <p>f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the arbitrator shall be shared equally by the SELLER and the BUYER, unless otherwise awarded by the Arbitration Tribunal. In the event of a vacancy caused in the office of the arbitrator, the parties which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the retiring arbitrator. In the event of both parties failing to nominate arbitrator within sixty (60) days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least thirty (30) days to request dispute resolution institutions in India like Indian Council of Arbitration or ICADR to nominate another arbitrator as above.</p> <p>g) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitrator proceedings.</p> <p>h) The language(s) of the arbitration shall be English.</p> <p>i) "Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of (all /both) parties".</p> <p>j) In case of technical disputes involving confidential matters, the issue shall be referred to a high-level technical authority for each party, appointed for this purpose.</p> <p>k) Except where otherwise provided in the contract, all matters, questions, disputes or difference whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of</p>

Advanced Weapon and Equipment India Limited, Kanpur

	<p>works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of Director Finance, AW&EIL.</p> <p>l) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment there-off and the rules made there under. The firm hereby agrees that it shall have no objection if the arbitrator so appointed is an employee of AW&EIL and had to deal with the matter to which the contract relates and that in the course of his duties as such he has expressed his views on all or any of the matter in dispute or differences.</p> <p>m) Further, it is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to AW&EIL on the date of award of contract.</p>
12.	<p>Works & Payments during Arbitration: Work under the Contract shall be continued by the Seller during the arbitration proceeding, unless otherwise directed in writing by the Buyer or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained, and save as those which are otherwise expressly provided in the Contract, no payment due or payable by the Buyer shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matters thereof.</p>
13.	<p>Termination Clause: Buyer reserves the right to cancel the order with 15 days notice without any financial liability in the event of any of the following:</p>
	<p>a) When the Seller fails to honor any part of the contract including failure to deliver the contracted stores/ render services in time.</p> <p>b) Supplies inferior to the specified quality or unbranded/deceptively branded / spurious supplies against branded items in the Purchase Order</p> <p>c) Time expired supplies</p> <p>d) When the Seller is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices</p> <p>e) Based on the decision of Arbitration Tribunal.</p> <p>f) The seller is declared bankrupt or become insolvent.</p>
14.	<p>Disputes, Failures, Penalties and Remedies:</p>
	<p>a) In the event of any dispute/difference arising in the interpretation/implementation of the terms and conditions of the contract between the service provider and CMD, AWEIL, decision of the latter shall be final and binding.</p> <p>b) In the event of failure to carry out specified work in accordance with the stipulated terms and conditions or any infringement of the agreed terms and conditions of the contract, CMD, AWEIL reserves the right to forfeit the Security Deposit of the contractor and levy such penal charges as deemed fit.</p> <p>c) In case of failure of the service provider to perform the contract satisfactorily the same is liable to be short closed/cancelled and a fresh contract will be entered into at the risk and cost of the defaulting the service provider.</p> <p>d) Place of litigation, if any, shall be Kanpur.</p> <p>e) If the supplier fails to honour the contract obligation within the stipulated period, risk and expenses clause may be implemented, if necessary.</p>
15.	<p>Exit Criteria: The contract/order may be terminated under the following circumstances:</p> <p>a) In the event of unsatisfactory performance by the Seller during the contract period, or any of the information provided by the Seller is found to be untrue, or Seller is found to have attempted to influence any person involved with the contract through unethical means, the contract shall be terminated with advance notice without any financial implication to Buyer. Notwithstanding, the foregoing, in cases where it is found that a Seller is engaged in unethical practices, the same shall be barred from participating in the future contracts.</p> <p>b) If there is change in Buyer requirement, contract shall be terminated with advance notice. The liability of Buyer in this case will be agreed mutually.</p>

Advanced Weapon and Equipment India Limited, Kanpur

	<p>c) The Seller is declared bankrupt or becomes insolvent based on the decision of the Arbitration Tribunal.</p>
16.	Risk Purchase:
	<p>a) If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply /awarded contract without written consent by Buyer or not meeting the required quality standards, the Buyer shall be at liberty, without prejudice to the right of the Buyer to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Seller at the prevailing bank rate of interest.</p> <p>b) The Buyer shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles remaining to be delivered there under at the risk & cost of Seller. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Seller.</p>
17.	Immunity to the Government of India: It is expressly understood and agreed by and between Seller & buyer that buyer is entering into this contact solely on its own behalf and not on behalf any other person or entity. In particular, it is expressly understood and agreed that Government of India is not a party to this contract and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that buyer is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles contract law. Seller expressly agreed acknowledges and understand that buyer is not an agent, representative or delegate to the Government of India. It is further agreed and understood that Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Seller hereby expressly waives releases and foregoes any and all actions, including counterclaims, impeder claims or counter claims against the Government of India arising out of this contract and covenants as to any manner, claim cause or action or this whatsoever arising out of or under this contract.
18.	Force Majeure:
	<p>a) If at any time during the execution of the supply order, the performance in whole or in part by either Buyer or and by the Seller(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God & laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Buyer as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.</p> <p>b) The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.</p> <p>c) The Buyer may extend the delivery schedule as mutually agreed, on receipt of written communication from the Seller regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Buyer shall have the right to cancel the order without any financial implication to the Buyer or on terms mutually agreed to.</p>

Advanced Weapon and Equipment India Limited, Kanpur

19.	Debarring Provisions: The Audit Firm will be debarred from getting, in future, the Cost audit of AW&EIL: (a) If the Firm obtains the appointment on the basis of false information / miss-statement. (b) If the Firm does not take up audit in terms of appointment letter. (c) If the Firm fails to maintain/honour confidentiality and secrecy of the Company's cost data, cost statement and cost information.
22.	Action against the Tenderers: Failure to act according to tender conditions, non-fulfilment of any or whole of the contract may entail de-listing of the firm in addition to taking other appropriate action against the Firm. If a tenderers resorts to any frivolous, malicious or baseless complaints/allegations with intent to hamper or delay the tendering process or resorts to canvassing/rigging/lance the tendering process, AW&EIL reserves the right to debar such tenderers from participation in the present/future tenders up to a period of 5 years.
21.	Notices: Any notice required or permitted by the consequent Contract shall be written in Hindi/English language and may be delivered personally or sent by FAX or registered /speed post/e-mail, addressed to the last known address of the Party to whom it is sent.

Payment Terms

1.	Payment to the service provider:
	<p>a) Payment will be made to the firm on pro-rata on half yearly basis.</p> <p>b) On end of half year for claiming of payment, the firm will be required to submit Invoice along with work completion certificate signed by nominated official of AWEIL.</p> <p>c) Payment will be made within 30 days of acceptance of Acknowledged Work Completion Certificate.</p> <p>d) Offer with any other payment terms will liable to be ignored.</p> <p>e) It is mandatory for the Service Provider to submit Mandate Form along with their Bill containing their Bank Account No., Name of Bank, MICR No. & IFSC Code, a cancelled cheque to make payment through E-Mode.</p> <p>f) The service provider must submit tax Invoice in name of AWEIL, Kanpur.</p> <p>g) The work completion certificate will be given by the Finance Chief of the unit/HQ to the Service Provider for successful completion of work to claim periodic payment.</p> <p>h) There will be deduction of Government Taxes, surcharges at the prevailing rates from the Service Provider's bill as applicable. The tax deduction certificate shall be provided on such deduction.</p> <p>i) Deductions shall also be made as due under consequential responsibilities and other clauses.</p> <p>j) Firm will raise the invoices in triplicate to the unit head/ CMD, Advanced Weapons and Equipment India Ltd. as the case may be.</p> <p>k) All applicable taxes should be shown separately on the bill.</p>
2.	Inspection: Inspection will be done by CMD AWEIL's representative
3.	Applicable Currency: Bidders to be paid only in Indian Rupees (INR).
4.	Mode of Payment: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details to enable payments through ECS/ NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by AWEIL to be submitted by Bidders for receiving payments through ECS.
5.	Document to be submitted for Effecting Payments: The Seller submit the requisite documents along with Bill to the Paying Authority to enable effecting the payment: i) Ink-signed copy of Sellers Bill/ Commercial Invoice ii) Work/Job completion certificate iii) Claim for statutory and other levies to be supported with requisite documents/ proof of payment, like GST Challan, etc., as applicable iv) Performance Bank Guarantee or Indemnity bond (only for PSUs), as applicable v) Name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract) vi) Any other document / certificate that may be provided for in the consequent Supply Order/ Contract.
6.	Withholding Tax: BUYER would be deducting at source applicable Income Tax as per Government of India Rules applicable at the time of making payments in respect of services rendered in India. As per the Rules, Income tax has to be borne by the recipient of the Income and relevant certificate to this effect will be issued to the Seller on deduction of such amounts, if applicable.
