



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
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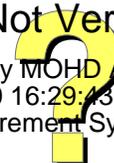
NOTICE INVITING TENDER (NIT)

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/250300134	Hiring of Tax Auditor for carrying out Tax Audit of AWEIL HQ and its nine units as per scope of work
Last date of online Bid submission:		24/06/2025
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		

Signature Not Verified

Digitally signed by MOHD ADNAN
Date: 2025.06.10 16:29:43 IST
Location: eProcurement System for Central PSUs



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

1. Introduction

AWEIL Profile: Advanced Weapons & Equipment India Ltd. (AWEIL) is one of the seven (7) new Defence PSUs formed by converting the Ordnance Factory Board into fully Government owned Enterprises. AWEIL 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:

Production units at Rifle Factory Ishapore, Gun & Shell Factory Cossipore, Ordnance Factory Tiruchirappalli, Ordnance Factory Kanpur, Field Gun Factory Kanpur, Small Arms Factory Kanpur, Gun Carriage Factory Jabalpur, Ordnance Factory Project Korwa and non- production units at Academy of Weapons Technology & Management , Ichapur.

Bids are invited by AWEIL from Practicing Chartered Accountant (CA) Firms to carry out audit work as per Income Tax Act, 1961 including income tax rules and notification as amended/ issued from time to time.

2. Scope of work for Tax Auditor

1. Tax Auditors are expected to carry out the tax audit of AWEIL consisting of AWEIL HQ Kanpur and its 08 Production units (OFC Kanpur, SAF Kanpur, FGK Kanpur, GCF Jabalpur, RFI Ishapore, GSF Cossipore, OFT Tiruchirappalli, OFPKR Korwa) and 01 non-production unit (AWTM Ishapore).

AWEIL HQ will collect the factory wise information required for tax audit in Form-3CD & 3CA and compile it at HQ to submit it to tax auditors for tax audit. The trial balance of units can be accessed online at Head Office for ready reference.

2. To carry out audit work as per Income Tax Act, 1961 including income tax rules and notification as amended/ issued from time to time.
3. To adhere to the time limit as prescribed under Income Tax Act and Rules for submission of audit report to Income Tax department.
4. To duly verify, sign and submit Income Tax Audit Report along with Form-3CD & 3CA to the AWEIL HQ on time.
5. To ensure that all expenses and incomes are considered as per Income Tax Act and rules including ICDS issued there under and deviation thereof to be brought to the notice of management for corrective action wherever needed.

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 Tax Auditor for carrying out Tax Audit of AWEIL HQ and its 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. **Bidder should submit their bid through online portal only. Bid 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 online and bidders, who participated in the bid can view the spot CST online.
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/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 (if applicable in bid):**
 - (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 Organisation/ Concerned Ministries/ Department/ Start-ups as recognised by Department of

Advanced Weapon and Equipment India Limited, Kanpur

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. All the pages of the proposal document shall have to be signed by the applicant firm(s) /LLP/Proprietary with the firm's seal and documents submitted along-with the offer shall also have to be authenticated by the authorized signatory of the applicant firm(s) with the firm's seal.
 16. 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.
 17. Unless otherwise stated, terms and references will be referred to T&C of this bid for clarification.
 18. 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.
 19. Bidder should not be blacklisted or debarred by any Central/ State Government/ Agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India.
 20. The bidder should not be under liquidation, court receivership or similar proceedings and bankrupt.
 21. ~~The bidders must submit their quotation in Indian rupees only. Quotation in Foreign Exchange will not be accepted.~~
 22. The proposal should be submitted strictly as per the terms & conditions laid down in TE documents.
 23. No escalation except Tax will be accepted during currency of the contract.
 24. ~~The bidder has to quote their rates only on Financial Bid Template, otherwise offer will not be considered.~~
 25. 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.
 26. ~~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.~~

Advanced Weapon and Equipment India Limited, Kanpur

8.	Confirm that you meet the eligibility criteria and How. (Attach documentary evidences in supporting your claim meeting eligibility criteria)	
9.	Confirm that all technical and commercial terms and Conditions are acceptable.	
10.	Any other information the bidder may desire to furnish:	

Verified that to the best of my knowledge and belief all the above information is correct and nothing has been concealed.

Seal with Signatures of the authorized signatory of the bidder

(On the letter head of the CA Firm)

Consent Letter by Firm proposed to be appointed as Tax Auditor by the Company

To

The Chairman and Managing Director

Advance Weapons and Equipment India Limited

Kalpi Road, Kanpur-208009

Sub.: Tax Audit of your company for two years i.e FY 2024-25 & FY 2025-26.

Our firm is a firm of Chartered Accountants within the meaning of Chartered Accountants Act, 1949 and all the Partners of our Firm are in full time practice, holding valid certificate of practice issued by the Institute of Chartered Accountants of India. Our firm's Regd. no. _____, PAN no. _____ &

GST No. _____.

We give our consent for the appointment as Tax Auditor of your Company for two financial years i.e FY2024-25 & FY 2025-26, if appointed. In this regard, we here by certify that:

- (a) We are eligible for appointment and are not disqualified for appointment;
- (b) the proposed appointment is within the laid down limits; and
- (c) We confirm that there are no orders or proceedings pending against our firm or any of our partners relating to professional matters of conduct before the Institute of Chartered Accountants of India or any competent authority or any court.
- (d) Further, we certify that we are an independent firm of Chartered Accountants and are maintaining an arm's length relationship with Advance Weapons and Equipment India Limited.

Yours sincerely

Signature

Date:

(Name)

Mobile No.

Place:

(Firm Name Chartered Accountants)

(It may kindly be ensured that PAN and GST nos. are quoted in this certificate)

Certificate towards Maintaining Confidentiality

It is certified that the documents/ data/ information pertaining to **Advanced Weapons and Equipment India Ltd.**, which will be provided to [Name of the bidder] for Tax Audit or otherwise related to it shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the bidder] to any outside agency/ person without prior written permission of Company.

It is further certified that the Tax audit reports and other relevant documents, which are to be submitted by [Name of the bidder] to the Company will not be disclosed to any other agency/ person without prior written permission of Company.

Seal with Signatures of the authorized signatory of the bidder

FORMAT OF UNCONDITIONAL BID ON THE LETTERHEAD OF THE BIDDER

To

The Chairman and Managing Director

Advance Weapons and Equipment India Limited

Kalpi Road, Kanpur-208009

Dear Sir,

This is to certify that we agree unconditionally to the remuneration prescribed in the tender and the bid submitted by us for engagement as **"Tax auditors"**, for **Advanced Weapons and Equipment India Ltd.** is in accordance with the Terms and Conditions laid down in the Bid and is unconditional.

Seal with signatures of authorized signatory of the Bidder

Payment Terms

1.	Payment to the service provider:
	<p>a) Payment will be made to the firm 100% of the contracted amount including GST, in Indian Rupee, after successful/satisfactory job completion.</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 AWEIL 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 to the 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.

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: <ul style="list-style-type: none">a) The Tax Auditor should be a qualified Chartered Accountant having valid certificate of practice from the ICAI with 05 years of experience as practicing CA.b) Chartered Accountant either be proprietors or a partnership firm.c) To have at least 01 no. of qualified CA and 02 no. of semi qualified CA.d) Physical visit to AWEIL HQ Kanpur at their own cost to conduct tax audit be confirmed by the firm.e) Technical Bid along-with all schedules, certificates & Annexure, duly filled & signed, by authorized signatory of Bidder as per Format at Annexure-I.f) Consent Letter by Firm as per Format at Annexure-IIg) Confidentiality Undertaking in the Format at Annexure-IIIh) Certificate on unconditional bid in the format at Annexure-IV. Please note that bids with conditionality shall be summarily rejected.i) Bidder is required to upload/enclosed a copy of its valid (a)PAN Card (b) GST Registration certificate.j) A copy of certificate of Firm/LLP/Proprietary registration with The Institute of Chartered Accountants of India (ICAI). Registration Certificate should be before the Bid opening date.k) The name and membership number of Institute of Chartered Accountants of India (ICAI) of the partner who shall carry out the tax audit work.l) The Firm/LLP/Proprietary should have performed Tax Audit of a Company in any of the last five years ending on 31st March 2024.
	m) Acceptance of T&C of Bid: <u>The Bidder should upload duly signed copy of all T&C of Bid i.e. Instructions to Bidder, Scope of Work, Prequalification / Evaluation Criteria, Payment Terms, Service Level Agreement, Annexures, etc.</u>
	n) Bidder Financial Standing: The Bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with the bid. o) 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.
3	Exemption on prior Turnover & Experience criteria is not applicable to Startup or MSE bidders.
4.	Fixed Remuneration: <i>The fixed prescribed fee is Rs. 60,000/- p.a. plus GST (i.e. Rs. 1,20,000/- for the two years Plus GST) for "Appointment of Tax Auditor for FY 2024-25 & 2025-26". The said fee includes all expenses like TA/DA, out of pocket expenses, Hotel charges, etc. No other reimbursement of expenses apart from above said fees will be applicable.</i> <ul style="list-style-type: none">1. The Fee shall remain FIXED till successful completion of transaction.2. The fee accepted by bidder shall be unconditional.3. The Bidders will be liable to pay all taxes applicable as per law. GST as per invoice will be reimbursed by company.4. The prescribed Fee includes all expenses like TA/DA, out of pocket expenses, Hotel charges etc. No other reimbursement of expenses apart from Audit fees plus GST will be applicable.5. TDS as applicable will be deducted by company.

5. Selection of the bidder:

6. The following sequence shall be adopted for selection:

6.1 The Chartered Accountant Firm having longer experience (year of establishment/ registration of the firm with Institute) will be given preference based on the year of establishment.

6.2 The Chartered Accountant Firm with a longer experience of conducting Tax Audit will be considered.

6.3 The Chartered Accountant Firm with a higher number of fellow members of the Institute of Chartered Accountants as partners will be considered.

6.4 The Chartered Accountant Firm with a higher number of Associate Members of the Institute of Chartered Accountants as partners will be considered.

For the purpose of selection of the Chartered Accountant Firm(s), only clause 6.1 of para 6 above will be considered. However, in a situation where even after considering clause 6.1, the tie continues, the remaining clauses i.e. 6.2 to 6.4 will be considered individually in sequence until the tie is broken. In case, the tie still persists, AWEIL shall choose the firm at its discretion and decision of AWEIL shall be final and binding on all the bidders.

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 tenure of appointment shall be at the sole discretion of the Company. The tenure may be renewed after 2 years for a maximum of Five Years at the sole discretion of the Company. However, it is expressly stated here that the said tenure is not to be construed as assured and the Company reserves the right not to reappointment at its sole discretion without assigning any reason therefor.
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

Advanced Weapon and Equipment India Limited, Kanpur

	<p>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 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</p>
10.	<p>The service provider shall treat all documents, information, data, and communication and with the buyer as privileged and strictly confidential.</p>
11.	<p>Arbitration:</p> <ul style="list-style-type: none">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.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.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.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.e) The Arbitration Tribunal shall have its seat in Kanpur in India.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.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.h) The language(s) of the arbitration shall be English.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".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.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,

Advanced Weapon and Equipment India Limited, Kanpur

	<p>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 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> <p>g) Failure to act according to tender conditions, non-fulfillment of any or whole of the contract may entail de-listing of the firm in addition to taking other appropriate action against the Firm.</p> <p>h) 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 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.</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> <p>f) If the Firm obtains the appointment on the basis of false information/mis-statement.</p> <p>g) If the Firm does not take up tax audit in terms of appointment letter.</p> <p>h) If the Firm fails to maintain/ honour confidentiality and secrecy of the tax related information.</p>

Advanced Weapon and Equipment India Limited, Kanpur

15.	Exit Criteria: The contract/order may be terminated under the following circumstances: 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. 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. c) The Seller is declared bankrupt or becomes insolvent based on the decision of the Arbitration Tribunal.
16.	Risk Purchase: 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. 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.
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: 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.

Advanced Weapon and Equipment India Limited, Kanpur

	<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>
19.	<p>Debaring Provisions: The Audit Firm will be debarred from getting, infuture, the tax audit of AW&EIL: If the Firm obtains the appointment on the basis of false information/miss-statement. If the Firm does not take up audit in terms of appointment letter. If the Firm fails to maintain/honour confidentiality and secrecy of the tax related information.</p>
20.	<p>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.</p>
21	<p>Compliances/ Declarations/ Certificates by firm(s) on appointment</p> <p>The Chartered Accountant firm(s) shall have to comply with and furnish declarations and certificates as required under statutory/company rules, upon appointment as Tax auditor, as under:</p> <ol style="list-style-type: none"> 1. The Chartered accountant firm shall not sub-contract the Tax Audit work. 2. The Chartered Accountant firm will work in strict confidence and will ensure that the tax related information and any other information in respect of the operation of the location/work center/Company is dealt with in strict confidence and secrecy. A certificate towards maintaining confidentiality shall have to be provided by the Chartered Accountant firm on receipt of appointment letter from the Company or before commencement of tax audit, as may be required. 3. No partner of the Chartered Accountant firm should be related to either Managing Director or any whole time Directors or Part time Directors of the Company within the meaning of section 2 (77) of the Companies Act,2013. 4. Neither the Chartered accountant firm nor its partner(s) or associates should have any material interest in the business of the Company. 5. The Chartered accountant firm(s) shall be free from any disqualification under sub-section (3) or/sub section (4) of section 141 of the Companies Act, 2013. In addition to this, the Chartered accountant firm(s) must not be holding any assignment as Statutory Auditor(s) or Internal Auditor(s) of the Company.
22.	<p>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.</p>
23	<p>General: Jurisdiction for all the matters that may arise will be at Kanpur.</p> <p>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.</p>
