



ORDNANCE FACTORY, KANPUR

A unit of

ADVANCED WEAPONS AND EQUIPMENT INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

MINISTRY OF DEFENCE

**REQUEST FOR PROPOSAL
FOR**

**HIRING THE SERVICES OF CA/ CMA FIRM
FOR CONSULTANCY ON TAXATION MATTERS**

FOR AWEIL (OFC), KANPUR

**ADVANCED WEAPONS AND EQUIPMENT INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

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1. Introduction

Advanced Weapons and Equipment India Limited (AWEIL) is a newly formed Government Company incorporated on 14/08/2021, having its registered office at AWEIL Corporate Office, Ordnance Factory Kanpur, Kalpi Road, Kanpur-208009, Uttar Pradesh. AWEIL is one of the seven new Government of India enterprises, under Ministry of Defence, formed by converting 41 Ordnance Factories under Ordnance Factory Board into 07 DPSUs (100% Government owned) corporations. The turnover of AWEIL for FY 2024-25 is Rs. 2531 Crores.

Ordnance Factory Kanpur (OFC), AWEIL, Kanpur is one of the 8 production units (3 at Kanpur, 2 at Kolkata and 1 each at Korwa, Jabalpur and Trichy) of AWEIL.

Bids are invited by Ordnance Factory Kanpur (OFC), AWEIL from Practicing Chartered Accountant (CA)/ Cost & Management Accountant (CMA) Firms to provide consultancy services on Taxation matters for two years for AWEIL units (OFC, FGK, SAF, OFPKR & HQ) in the state of Uttar Pradesh (UP). AWEIL is having single GST registration number for all its units (OFC, FGK, SAF, OFPKR & HQ) in the state of U.P.

2. Scope of work for Consultant

Details of work, for the period of two years (Extendable for another one year) from the date of acceptance of supply order by the firm, are as below:-

| Sr. No. | Work Description | Place | *All-inclusive remuneration per annum plus GST (as applicable) extra, for one year from date of supply order | Location of the firm |
|---------|--|--|---|---|
| i) | Hiring the services of CA Firm for consultancy on Taxation matters including all matters upto Departmental Appeal level As per scope of work | AWEIL (OFC), Kanpur including HQ & other units in UP | Rs.1,00,000/- (Rupees one lac only) per year + GST Extra | Kanpur and within 100 Kms of Kanpur. No TA/DA will be given to visit the AWEIL units at Kanpur. Further, firm shall have registered office or local branch office at Kanpur |
| ii) | Drafting/ preparing the written submission/ petition for pleading before the authorities and representing/ hearing before these authorities (beyond Departmental Appeal | AWEIL (OFC), Kanpur including HQ & other units in UP | a) Rs.10,000/- (Rupees Ten thousand only) + GST Extra per case b) Rs.12,000/- (Rupees Twelve thousand only) + GST Extra (for all cases for more than one unit/ year having similar matter) | |

| | | | | |
|--|---------------------------|--|--|--|
| | level i.e. Tribunal etc.) | | | |
|--|---------------------------|--|--|--|

Note:- All cases upto departmental level (alongwith complete scope) will be covered under (i) above and all cases other than departmental level e.g. Appellate Tribunal etc. will be covered under (ii) above. All cases pleaded at Tribunal level will be paid a lump sum fee of Rs. 10000 + GST extra per case. In multiple cases having similar matter involving more than one unit or year, the same will be considered as a single case for payment purposes and a lump sum fee in that case will be Rs.12000 + GST extra for all such similar cases together.

AWEIL (OFC), Kanpur intends to hire the services of CA/ CMA Firm for consultancy on Taxation matters for AWEIL's units (OFC, FGK, SAF, OFPKR & HQ) in Kanpur as per below scope of work including but not limited to:-

- a. Providing support in filing various GST returns for the state, timely GST ITC availment/ reconciliation, assist in e-filing of quarterly e-TDS/e-TCS return of the unit(s) at Kanpur, assist in departmental audit conducted by GST Authorities, verification of Income Tax Audit data and any other matter under GST Act, Income Tax Act, Customs Act etc. and assist unit in filing various tax returns for the financial year (Even if the Contract period is over). As such the Contract will be Completed only after filing of all the tax returns (GST, TDS etc.) for the financial year completed on or before the contract end date.
- b. Providing expert opinion on tax matters [GST, Income tax, Customs, any other tax (including old tax regime) etc.] as sought by the unit(s) from time to time.
- c. Undertake liaison work with the relevant Tax Authorities [GST, Income tax, Customs, any other tax (including old tax regime) etc.] for assessment/ hearing, preparation & submission of replies against the notices issued, drafting/ preparing the written submission/ petition for pleading before the authorities and representing/ hearing before these authorities (upto Departmental Appeal level i.e. Below Tribunal) from time to time.
- d. Examination of the Assessment Order/ Appellate Orders and advising further action in the matter.
- e. Any other related activity, as may arise during the period of engagement.
- f. Drafting/ preparing the written submission/ petition for pleading before the authorities and representing/ hearing before these authorities (beyond Departmental Appeal level i.e. Tribunal etc.) from time to time.

The lump sum fee for all matters from (a) to (e) above is as per 2(i) above and that for matters at (f) above is as per 2(ii) above.

3. Qualification/Evaluation Criteria

1. The Consultant should be a qualified Chartered Accountant/ Cost & Management Accountant having valid certificate of practice from the ICAI/ ICMAI with 05 years of experience as practicing CA/ CMA and dealing in all taxation matters (mainly GST matters).
2. Chartered Accountant/ Cost & Management Accountant should either be proprietor or a partnership firm.
3. To have at least 01 no. of qualified CA/ CMA and 02 no. of semi qualified CA/ CMA.
4. **Selection of the bidder:**

The following sequence shall be adopted for selection:

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

4.2 The Chartered Accountant/ Cost & Management Accountant Firm having highest no. of work orders completed in last 5 years ending 31.3.2026 for providing GST consultancy service to a company.

4.3 The Chartered Accountant/ Cost & Management Accountant Firm with a higher number of fellow members of the Institute of Chartered Accountants/ Cost & Management Accountants of India as partners will be considered.

4.4 The Chartered Accountant/ Cost & Management Accountant Firm with a higher number of Associate Members of the Institute of Chartered Accountants/ Cost & Management Accountants of India as partners will be considered.

For the purpose of selection of the Chartered Accountant/ Cost & Management Accountant Firm(s), only clause 4.1 of para 4 above will be considered. However, in a situation where even after considering clause 4.1, the tie continues, the remaining clauses i.e. 4.2 to 4.4 will be considered individually in sequence until the tie is broken. In case, the tie still persists, OFC shall choose the firm at its discretion and decision of OFC shall be final and binding on all the bidders.

4. Bid Submission

Proposals are to be submitted as per the following directions:

Technical bid

1. Technical Bid along-with all schedules, certificates & Annexure, duly filled & signed, by authorized signatory of Bidder as per Format at **Annexure-I**.
2. Consent Letter by Firm as per Format at **Annexure-II**

3. Confidentiality Undertaking in the Format at **Annexure-III**
4. Certificate on unconditional bid in the format at **Annexure-IV**. Please note that bids with conditionality shall be summarily rejected.
5. Bidder is required to upload/enclose a copy of its valid (a) PAN Card (b) GST Registration certificate, if registered.
6. A copy of certificate of Firm/LLP/Proprietary registration with the Institute of Chartered Accountants/ Cost & Management Accountants of India. Registration Certificate should be provided before the Bid opening date.
7. The name and membership number of Institute of Chartered Accountants/ Cost & Management Accountants of India of the partner who shall carry out the subject work.

5. Procedure for selection of Taxation Consultant

1. Remuneration is pre-fixed as per para-2 above.
2. The Selection Committee would evaluate the Bidders on the criteria mentioned in paragraph-3 & 4 above.
3. The selected bidder will be considered for award of the assignment.

6. Terms of remuneration

1. Rs.100000/- (One lac only) plus applicable GST, all-inclusive remuneration p.a. is fixed for the period and scope of work mentioned at 2 (a) to 2 (e) above, subject to deduction of TDS as applicable. For cases at Tribunal level as per 2(f) above all inclusive remuneration will be Rs.10000/- + GST extra per case and Rs.12000/- + GST extra as the case may be, subject to deduction of TDS as applicable.
2. The Fee shall remain FIXED till successful completion of assignment.
3. The fee accepted by bidder shall be unconditional.
4. The Bidders will be liable to pay all taxes applicable as per law. GST as per invoice will be reimbursed by company.
5. The prescribed Fee includes all expenses like TA/DA, out of pocket expenses, Hotel charges etc. No other reimbursement of expenses apart from said remuneration plus GST will be applicable.
6. TDS as applicable will be deducted by company.

7. Terms of Payment

Payment will be made to the firm on half yearly basis, based on invoice received and Job Completion certificate issued by Finance Head of the unit (OFC) for the said period. Payment for Tribunal level cases will be made on completion of case and receipt of final order/ verdict in the matter. ***As such the Contract will be completed on issuing of final Job completion certificate and receipt of final order/ verdict, only after filing of all the tax returns (GST, TDS etc.) for the financial year completed on or before the contract end date.***

8. Detailed Terms & Conditions

1. The tenure of appointment shall be at the sole discretion of the unit.
2. The Firm/LLP/Proprietary should have provided taxation (mainly GST related) consultancy service to any Company/Factory/entity in any of the last five years ending on 31st March 2026.
3. The company reserves the right to accept/reject any or all the offers without assigning any reason whatsoever therefor.
4. Documentary evidence(s) in respect of all the information above by the applicant firm(s) /LLP/Proprietary must be furnished along with the proposal.
5. 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.
6. The proposal should be submitted strictly as per the terms & conditions laid down in this document.
7. The Company reserves the right to accept or reject any or all responses and to request additional submission 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.

9. Compliances/ Declarations/ Certificates by firm(s) on appointment

The Chartered Accountant/ Cost & Management Accountant firm(s) shall have to comply with and furnish declarations and certificates as required under statutory/company rules, upon appointment as consultant, as under:

1. The Chartered accountant/ Cost & Management Accountant firm shall not sub-contract the consultancy work.
2. The Chartered Accountant/ Cost & Management Accountant firm will work in strict confidence and will ensure that the finance & accounts and taxation 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/ Cost & Management Accountant firm on receipt of appointment letter from the Company or before commencement of consultancy service, as may be required.
3. No partner of the Chartered Accountant/ Cost & Management 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/ Cost & Management Accountant firm nor its partner(s) or associates should have any material interest in the business of the Company.
5. The Chartered Accountant/ Cost & Management 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/ Cost & Management Accountant firm(s) must not be holding any assignment as Statutory Auditor(s) or Internal Auditor(s) of the Company.

10. Debarring Provisions:

The Chartered Accountant/ Cost & Management Accountant Firm will be debarred from getting any orders from the units of AWEIL:

1. If the Firm obtains the appointment on the basis of false information/mis-statement.
2. If the Firm does not take up services in terms of appointment letter.
3. If the Firm fails to maintain/ honour confidentiality and secrecy of the finance, accounts and taxation related information.

11. Action against the Tenderers

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.

If a tenderer 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, unit reserves the right to debar such tenderers from participation in the present/ future tenders upto a period of 5 years.

12. Arbitration

Except where otherwise provided in the contract, all matters, questions, disputes or difference whatsoever, which shall at any time arise between the parties here to, 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 works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of Chief General Manager/ Unit Head.

The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act,

1996 or any statutory modification or re-enactment thereof 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 unit 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.

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 MCLR/ Base Rate applicable to unit on the date of award of contract.

13. 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:

- a) When the Seller fails to honor any part of the contract including failure to deliver the contracted stores/ render services in time.
- b) Supplies inferior to the specified quality or unbranded/deceptively branded/ spurious supplies against branded items in the Purchase Order
- c) 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
- d) Based on the decision of Arbitration Tribunal.
- e) The seller is declared bankrupt or become insolvent.

14. Disputes, Failures, Penalties and Remedies

- 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 AWEIL, decision of the latter shall be final and binding.
- 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, AWEIL reserves the right to forfeit the Security Deposit, if any, of the service provider and levy such penal charges as deemed fit.
- 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 service provider.
- d) Place of litigation, if any, shall be Kanpur.
- e) If the supplier fails to honour the contract obligation within the stipulated period, risk and expenses clause may be implemented, if necessary.

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.
 - d) 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 obtain services, 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/ services 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. 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.
- 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.
- 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.

18. 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.

19. General

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 unit(s) and shall include their executors, administrators and successors and permitted assignees.

The quoting of tender with all the relevant documents should be submitted in CPP portal.

TECHNICAL PARTICULARS

| | | | | | |
|----|--|--------------------------|----------|---------------------------------|--|
| 1. | Name of Bidder Firm | | | | |
| 2. | Postal address of regd. Office of firm with Telephone/ fax No./ official e-mail for communication | | | | |
| 3. | Name, address, telephone/ fax No./ e-mail with whom reference may be made | | | | |
| 4. | Please confirm that you are a Chartered Accountant/ Cost & Management Accountant Firm registered with The Institute of Chartered Accountants/ Cost & Management Accountants of India (Documentary evidence to be attached) | | | | Copy of registration certificate of practice from Institute of Chartered Accountants/ Cost & Management Accountants of India |
| 5. | No of work orders completed in last 5 years ending 31.3.2026 for providing Taxation (mainly GST) consultancy service to a company. (Contract with one company for more than one year will be considered as one contract). | | | | No. of Contracts _____ Copy of contract/ Work Order and Work Completion certificate/ invoice/ any proof that Work order of services has been completed. |
| 6. | No. of Fellow members as partner in CA/ CMA firm | | | | |
| | Name | Date of joining the firm | Location | Date of enrollment as FCA/ FCMA | Membership No. (Certificate to be enclosed) |
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| 7. | No. of Associate members as partners in CA/ CMA firm | | | | |
| | Name | Date of joining the firm | Location | Date of enrollment as ACA/ ACMA | Membership No. (Certificate to be enclosed) |
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| 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/ CMA Firm)

Consent Letter by Firm proposed to be appointed as consultant by the Company

To
The Chief General Manager
Ordnance Factory Kanpur
Kanpur, UP-208 009

Subject: Services of CA/ CMA Firm for consultancy on Taxation matters

Our firm is a firm of Chartered Accountants/ Cost & Management Accountants within the meaning of Chartered Accountants Act, 1949/ Cost Accountants Act 1959 and all the Partners of our Firm are in full time practice, holding valid certificate of practice issued by the Institute of Chartered Accountants/ Cost & Management Accountants of India. Our firm's Regd. no. _____, PAN no. _____ & GST No. _____.

We give our consent for the appointment as consultant of your Company for the period of 2 years from the date of acceptance of supply order by our firm.

In this regard, we here by certify that:

- (a) We are eligible for appointment and are not disqualified for appointment;
- (b) 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/ Cost & Management Accountants of India or any competent authority or any court.
- (c) Further, we certify that we are an independent firm of Chartered Accountants/ Cost & Management Accountants and are maintaining an arm's length relationship with Advance Weapons and Equipment India Limited.

Yours sincerely

Signature

Date:

(Name)

Place:

Mobile No.

(Name of CA/ CMA Firm)

(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 **OFC, FGK, SAF & HQ, Kanpur and OFPKR Korwa**, (units of Advanced Weapons and Equipment India Ltd.), which will be provided to [Name of the bidder] for availing consultancy service 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 taxation related documents, tax notices, taxation opinion 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 LETTER HEAD OF THE BIDDER

To
The Chief General Manager
Ordnance Factory Kanpur
Kanpur, UP-208 009

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 **“Consultant”**, for AWEIL units in UP (OFC, FGK, SAF, OFPKR & HQ) 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