



FIELD GUN FACTORY, KALPI ROAD, KANPUR – 208009
A unit of Advanced Weapons & Equipment India Ltd.
Govt. of India Enterprise, Ministry of Defence
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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 works:-

Sl. No	T.E. No.	Brief Nomenclature of Works	Estimated Cost (in Rs.)	EMD (in Rs.)	Tender Fee (in Rs.)
1.	250300131 dated 09/06/2025	Hiring of services of CA firm for consultancy on Taxation matters for AWEIL HQ as per scope of work	377600.00	Nil	Not applicable
Last date of online Bid submission:			24.06.2025		

IMPORTANT NOTE :-

1. 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.
2. No manual offers will be accepted.
3. ~~EMD in the form of Demand draft or FDR from any Nationalized bank in favour of "Advance Weapons & Equipment India Ltd., Kanpur" will only be acceptable.~~

EXECUTIVE DIRECTOR

Signature Not Verified

Digitally signed by MOHD ADNAN
Date: 2025.06.10 12:13:28 IST
Location: eProcurement System for
Central PSUs

Advanced Weapons and Equipment India Limited, Kanpur
Scope of Work

Hiring the services of CA Firm for consultancy on Taxation matters for two years

for

ADVANCED WEAPONS AND EQUIPMENT INDIA LIMITED

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 Headquarters, 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 provisional turnover of AWEIL for FY 2024-25 is more than Rs 2500 Crores.

AWEIL comprises of the following 8 production units (3 at Kanpur, 2 at Kolkata and 1 each at Korwa, Jabalpur and Trichy), 1 non-production unit at Kolkata and Corporate office.

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:-

<i>Sr. No.</i>	<i>Work Description</i>	<i>Place</i>	<i>*All-inclusive remuneration per annum plus GST (as applicable) extra, for one year from date of supply order</i>	<i>Location of the firm</i>
i)	Hiring the services of CA Firm for consultancy on Taxation matters As per scope of work	AWEIL HQ Kanpur	Rs.1,60,000/- (Rupees one lakh sixty thousand only) per year + GST Extra	Kanpur and within 150 Kms of Kanpur. No TA/DA will be given to visit at HQ

AWEIL intends to hire the services of CA Firm for consultancy on Taxation matters as per below scope of work:-

1. Providing expert opinion on tax matters (Income tax, GST, Customs, any other tax etc.) as sought by the company from time to time.
2. Undertake liaison work with the relevant Tax Authorities (Income tax, GST, Customs, any other tax 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.

Advanced Weapons and Equipment India Limited, Kanpur
Scope of Work

3. Verification of Income Tax Audit data (including compilation for all units), preparing and filing of Income tax return, providing support in e-filing of quarterly e-TDS/e-TCS return of AWEIL HQ, providing support in filing GST returns for UP state and any other matter under Income Tax Act, GST Act, Customs Act etc.
4. Examination of the Assessment Order/ Appellate Orders and advising further action in the matter.

Remuneration: Rs 1,60,000/- (One lakh sixty thousand only) plus applicable GST per year all-inclusive remuneration, but subject to deduction of TDS as applicable:

*Remuneration as indicated above is all-inclusive per annum i.e. fees and all out-of-pocket expenses.

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.

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 one year** on mutual consent.

SPECIAL TERMS AND CONDITIONS:

- 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 company.
- No price escalation is allowed during the tenure of the contract.
- Income Tax/ other taxes, if any, will be deducted before payment as applicable.
- No Client Related Document, data or any kind of material shall be allowed to be taken or transmitted outside the Company's premises without written permission from the company, in any manner whatsoever.
- The firm will, however, be permitted to take the documents from the Company's premises only after written permission from the Company. However, the firm must also ensure the safe keeping and confidentiality of these documents by providing an undertaking.

Part-III: Payment Terms

1.	Payment to the service provider:
	<ul style="list-style-type: none">a) Payment will be made to the firm on half yearly basis.b) At half yearly end, for claiming of payment, the firm will be required to submit Invoice along with work completion certificate signed by Nominated Official of AWEIL.c) Payment will be made within 30 days of acceptance of Acknowledged Work Completion Certificate.d) Offer with any other payment terms will liable to be ignored.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.f) The service provider must submit tax Invoice in name of AWEIL, Kanpur.g) The work/ job carried out by the Service Provider will be inspected by the authorized representative of the AWEIL, Kanpur who will render work completion certificate to the Service Provider for successful completion of work to claim periodic payment.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.i) Deductions shall also be made as due under consequential responsibilities and other clauses.j) Firm will raise the invoices to the Advanced Weapons and Equipment India Ltd.k) All applicable taxes should be shown separately on the bill.
2.	Inspection: Inspection will be done by AWEIL's representative
3.	Applicable Currency: Bidders shall quote and 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: <ul style="list-style-type: none">i) Ink-signed copy of Sellers Bill/ Commercial Invoiceii) Monthly Work/Job completion certificateiii) Claim for statutory and other levies to be supported with requisite documents/ proof of payment, like GST Challan, etc., as applicableiv) Performance Bank Guarantee or FDR or Indemnity bond (only for PSUs), as applicablev) 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.

Part-I: Instructions to Bidder

1.	The Advanced Weapons and Equipment India Limited, Kanpur (the Buyer), through this Bid, issued as OPEN TENDER, invites Bids, from all eligible Bidders for “Hiring the services of CA Firm for consultancy on Taxation matters for AWEIL HQ 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 Field Gun Factory, 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 his 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. Remuneration is pre-fixed. Only Technical/ Quality Bid with H1 firm getting highest marks will be awarded the work.
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 CPPP portal and the bidder will also submit their response on CPPP portal. 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 on CPPP portal /etenders.gov.in. only.
12.	All required documents as per T&C of Bid must be submitted online 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 along with the quotation otherwise quotation 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 Advanced Weapons and Equipment India Limited, Kanpur, which should accompany with Bid, failing which offer will be ignored without further reference. Bank Cheque will not be accepted against Earnest Money. Further, Earnest money received against any other Bid invited by this office will not be adjusted towards the current Bid.
c	Bidders who are registered with 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 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 offer.
e	EMD of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30 th day after award of contract/ finalization of the Bid.
f	The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security Deposit (PSD) from them as called for in the consequent Contract.

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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.	Bidder should not be blacklisted or debarred by any Central/ State Government/ Agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India.
16.	The bidder should not be under liquidation, court receivership or similar proceedings and bankrupt.
17.	Bidder should quote their rate strictly as per T&C of bid and Scope of Work/Services only, otherwise offer will be ignored.
18.	Rates to be quoted F.O.R. AWEIL HQ, Kanpur basis only, otherwise offer is liable to be ignored.
19.	The bidders must submit their quotation in Indian rupees only. Quotation in Foreign Exchange will not be accepted.
20.	No escalation except Tax will be accepted during currency of the contract.
21.	Bidder's offer is liable to be rejected if they don't upload any of the certificates/ documents sought in the bid document, ATC and Corrigendum if any.
22.	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 therefor.
23.	Unless otherwise stated, terms and references will be referred to Service Level Agreement of this bid for clarification.
24.	In the event any information provided by the bidder found incorrect, a suitable action may be taken against the bidder.
25.	Authority letter authorizing the person of the bidder to sign the proposal and other documents; <ul style="list-style-type: none">• Technical Bid along-with all schedules, certificates & Annexure, duly filled & signed by authorized signatory of Bidder as per Format at Annexure-I.• Confidentiality Undertaking in the Format at Annexure-II• Certificate on unconditional bid in the format at Annexure-III. Please note that bids with conditionality shall be summarily rejected.
26.	Please note that bids with any conditionally shall be summarily rejected. Note: (a) Consortium bids will not be allowed. (b) Sub-contracting of the assignment will not be allowed. The appointed firm shall be solely responsible for all the required final deliverables. However, for taxation matters other than income tax, the CA firm can take help of their Associate firm, but at their own cost.

TECHNICAL PARTICULARS

1	Name of Bidder	
2	Postal address 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 state details of EMD/Bid Security	
	DD No and date	
	Amount	
	Banker's Name	
5	Confirm that you meet the eligibility criteria and how. (Attach documentary evidences in supporting your claim meeting eligibility criteria)	
6	State whether details of assignment done are enclosed. Also please state whether relevant documents such as copy of work orders secured and performance certificates in support of experience enclosed. (Documentary evidence to be attached)	
7	State whether affidavit-cum-undertaking relating to no conviction and non-conflict enclosed.	
8	Confirm that all technical and commercial terms and conditions are acceptable.	
9	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

Confidentiality Undertaking

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 valuation 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 reports, statements 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 Chairman and Managing Director
Advanced Weapons and Equipment India Ltd
Ordnance Factory, Kanpur

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 for **“Providing the services of consultancy on Taxation matters”**, 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 the authorized signatory of the bidder

Part-IV: Service Level Agreement

1.	Execution of Contract: The service provider will execute the work as per Scope of Work/Services.
2.	Option Clause: Buyer reserves the right to place orders for additional quantity (period of service) for another one year at the same rate and Terms & Conditions of the contract, within the original delivery period as well as extended delivery period.
3.	Inspection will be done by AWEIL's representative on Completion of Work and job completion will be issued after final completion of work.
4.	Sub Contract: Sub-contracting of the work will not be allowed. The appointed firm shall be solely responsible for all the required final deliverables. However, for taxation matters other than income tax, the CA firm can take help of their Associate firm, but at their own cost.
5.	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.
6.	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 arise will be at Kanpur.
7.	The service provider shall treat all documents, information, data, and communication and with the buyer as privileged and strictly confidential.
8.	Arbitration: <ol style="list-style-type: none"> 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. 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. 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. 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. The Arbitration Tribunal shall have its seat in Kanpur in India. 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. 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. The language(s) of the arbitration shall be English. "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". 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.
09.	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

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	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.
10.	<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> <ul style="list-style-type: none"> 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) Time expired supplies 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 e) Based on the decision of Arbitration Tribunal. f) The seller is declared bankrupt or become insolvent.
11.	<p>Disputes, Failures, Penalties and Remedies:</p> <ul style="list-style-type: none"> 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 of the contractor 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 the 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.
12.	<p>Exit Criteria: The contract/order may be terminated under the following circumstances:</p> <ul style="list-style-type: none"> 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.
13.	<p>Risk Purchase:</p> <ul style="list-style-type: none"> 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.
14.	<p>Immunity to the Government of India: It is expressly understood and agreed by and between Seller & buyer that buyer is entering into this contract 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.</p>
15.	<p>Force Majeure:</p> <ul style="list-style-type: none"> a) If at any time during the execution of the supply order, the performance in whole or in part by either Buyer

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	<p>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>
16.	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.
