

PHL/Fin/GST-Audit/2017-18

**Sub : - E-Tender for Selection of GST Auditor for the period from 1.7.2017 to 31.03.2018.**

E-bids are invited for Selection of GST Auditor for the period from 1.7.2017 to 31.03.2018. The E-tender along with detailed terms and conditions is uploaded on website of Pawan Hans Limited, at: [www.pawanhans.co.in](http://www.pawanhans.co.in).

We would appreciate if you could submit your bid online in two bid system (Technical and Financial) to us latest by 25<sup>st</sup> February, 2019 (11 AM).

Thanking you,

Yours faithfully,

For Pawan Hans Limited

Telephone No:[022 -26261713](tel:022-26261713)/9870350490

Fax No [022 26261715](tel:022-26261715)

**NOTICE INVITING TENDER FOR APPOINTMENT OF GST AUDITOR FOR THE PERIOD FROM 01.07.2017 TO 31.03.2018 IN FOLLOWING OFFICES OF PAWAN HANS LIMITED:**

**1. WESTERN REGION :**

**(i) MUMBAI**

**(ii) PORT BLAIR**

**(iii) RAJAMUNDRY**

**(iv) UNION TERRITORY OF LAKSHADWEEP**

**(v) DAMAN**

**TENDER No: PHL/FIN/GST-AUDIT/2017-18 DATED 1<sup>ST</sup> FEBRUARY, 2019**

Last date for Submission: 25<sup>st</sup> February, 2019 at 11.00 Hours.

This document contains confidential information of PHL , which is provided for the sole purpose of permitting the recipient to evaluate the information submitted herewith. In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and to not reproduce or otherwise disclose this information to any person outside the group or the evaluation committee directly responsible for evaluation of its contents, except that there is no obligation to maintain the confidentiality of any information which was known to the recipient prior to receipt of such information from PHL , or

becomes publicly known through no fault of recipient, or PHL , or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to PHL .

The information contained herein is proprietary to PHL and may not be used, reproduced or disclosed to others except as specifically permitted in writing by PHL. The recipient of this document, by its retention and use, agrees to protect the same and the information contained therein from loss or theft,

**NOTICE INVITING TENDER :-ONLINE TENDERS ARE INVITED IN TWO PART BIDS FOR THE FOLLOWING JOBS/SERVICES IN PHL.**

**Name of Job/Services:** APPOINTMENT OF GST AUDITORS FOR THE PERIOD FROM 1.7.2017 TO 31.03.2018 FOR WESTERN REGION – MUMBAI, PORT BLAIR, RAJAMUNDRY, U.T. OF LAKSHADWEEP, AND DAMAN

**PHL TENDER No:** PHL/ FIN/ GST-AUDIT/2017-18 DATED 1<sup>st</sup> FEBRUARY, 2019

**DATE OF SUBMISSION & OPENING OF TENDER**

**Last date and time for submission of sealed tender:** 11.00 hours on 25th February, 2019

**Date and Time of opening of Part-I of the tender** : Immediately after submission of tender

**Venue for opening of Tender** : Pawan Hans [Ltd. ,S.V. Road,](#) Juhu Aerodrome, [Vile Parle \(W\), Mumbai-400 056](#) . (At 1<sup>st</sup> Floor Conference Hall)

**Note 1:** PHL reserves the right to change the dates mentioned in this document, which will be communicated to the bidders.

**Note 2:**

**SUMMARY**

1.	GST Audit	E-tender for engagement of Chartered Accountant/Cost Accountant Firms for conducting GST Audit for the period July 2017 to March 2018 as per Section 35(5) of CGST Act 2017 total (5 Registrations) .
2.	Contact Person	Shri Anil Mittal, Dy.Gen. Manager (F&A), Phone : 022 26261713 Email: anil.mittal@pawanhans.co.in
3.	Bid to be submitted	Online
4.	Bidding Process	Two part:1.Technical Bid, 2.Financial Bid
5.	Website for NIT download and any other related information	www.pawanhans.co.in
6	<b><u>GST financial Books and copy of returns.</u></b>	<b><u>Full documents of all the 5 registrations are available at our Mumbai office.</u></b>
7	Job completion	Within 30days from the signing of Contract.

## **BID DOCUMENT**

### **NOTICE INVITING TENDER FOR APPOINTMENT OF GST AUDITORS.**

Pawan Hans Ltd. invites E-bids from Firms of Chartered Accountants (CA) / Cost Accountants (CMA) for Appointment of GST Auditors. The detailed tender document consisting Scope of work, Selection Criteria, terms & conditions are available at the websites [www.pawanhans.co.in](http://www.pawanhans.co.in) The selection of the GST auditors shall be based on the qualifying criteria given in tender document.

Interested Firms of CA/CMA having requisite qualifications may submit online in electronic format on website <http://www.tenderwizard.com/PAWANHANS>. ***latest by***  
***25<sup>st</sup> February, 2019 till 11:00 A.M.***

## **DOCUMENT FOR APPOINTMENT OF GST AUDITORS**

The bids are to be submitted online in electronic format on website <http://www.tenderwizard.com/PAWANHANS>. However, for participating in the tender, it is mandatory to download & submit the tender from the <http://www.tenderwizard.com/PAWANHANS> website only. The bidders are requested to submit their bids prior to last date of submission to avoid non-submission of their bids due to non-availability of/hanging of website in last moments or any reason whatsoever. Neither PHL nor the E-Tendering service provider shall be responsible for any issues such as internet connectivity or internet browser etc. The last date of submission of bids will not be extended if system is hung up at the last hours or congestion due to internet at the end of the bidders at the time of filling of tender. PHL reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever. PHL will not be liable for any costs incurred by the bidder in the preparation of the response to this Tender.

### **Note : Contact Person for electronic tendering purpose:-**

Mr. Mrityunjay : Cell No. (0091)-9969313423

Help Desk No. : (0091)-11-49424365

Fax : (0091)-11-25618721

Email : [twhelpdesk867@gmail.com](mailto:twhelpdesk867@gmail.com) , [twhelpdesk800@gmail.com](mailto:twhelpdesk800@gmail.com)

PHL will not be responsible for delay in submission of Bid, The bids received upto the date & time of submission, i.e. 25st February, 2019 at 11.00 hours, shall be opened immediately thereafter. Any corrigendum to this tender, if issued by PHL in future, shall be uploaded on PHL website. Therefore, the bidders are advised to keep visiting the websites regularly. Any clarification, if required, should be sought from the undersigned.

On behalf of "Pawan Hans Limited "

DGM (F&A) WR

Tel: 022 26261713/9870350490

## **BID INFORMATION AND INSTRUCTIONS TO BIDDERS**

### **1. Obtaining Tender Document:-**

- a) Bidders who wish to participate in this tender will have to register on PHL e-tender website <http://www.tenderwizard.com/PAWANHANS> to get the **USER ID and PASSWORD from M/s ITI Limited, B-1/5A, JANAK PURI, NEAR AMARLEELA HOSPITAL, NEW DELHI-110058** by paying required fee and completing the steps specified on above referred website.
- b) To participate in the e-tendering process, bidders will have to procure Digital Signature Certificate (Class III) as per information Technology Act-2000 by the use of which they can sign their electronic bids. Bidders can also procure the same from any CCA approved certifying agency etc, Bidders who already have a valid Digital Certificate do not need to procure a new Digital Certificate. The bidders are requested to read carefully the user manual available on PHL e-tender website <http://www.tenderwizard.com/PAWANHANS> before initiating the process of E-Tendering.
- c) To participate in tender, Bidders need to pay non-refundable Tender Processing Fee i.e. 750 + GST @18% online on PHL e-tender website <http://www.tenderwizard.com/PAWANHANS> in addition to the registration fee mentioned above.
- d) The Tender Document can be downloaded from the PHL e-tender website <http://www.tenderwizard.com/PAWANHANS>, after paying aforesaid fee, from the date mentioned in the Invitation To Bid.
- e) Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this Tender Document along with a non-refundable processing fee. Bidding Company will be eligible to participate in the bidding process only on submission of tender processing fee to ITT.
- f) The services required, bidding procedures and contract terms are described in the bidding document.

### **2. Bid Submission**

- a) The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.
- b) Before electronically submitting the tenders, it should be ensured that all the tender papers are digitally signed by the bidders.

- c) Before submission of bids, the bidders should visit PHL e-tender website <http://www.tenderwizard.com/PAWANHANS> for final amendments, clarifications, updates, if any, which would form part of the tender.
- d) All documents must be indexed.
- e) On Line submission of bids: The online bidders will have to be digitally signed and submitted within the time specified on PHL e-tender website <http://www.tenderwizard.com/PAWANHANS> in the following manner:-

**A. Pre-qualification criteria Document: Scanned Copies to be uploaded (pdf):-**

The Pre-qualification criteria Document (Technical Bid) has to be prepared very carefully as indicated in annexure-I and annexure-II read with clause 8.1 in the tender document since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information/document should be uploaded. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing on it. Technical formats ie. all scanned Annexures, except Financial Bid Annexures/Schedule, any other relevant supporting documents including all the pages of tender document must be signed by hand of the authorized representative along with date as token of acceptance of the terms & conditions of tender.

**B. Financial Bid :** The bidder is required to submit the financial bid on lum-sum basis as per format in Annexure-IV. The bidder must check the prices carefully before uploading financial bid.

Bidder shall submit their offers online in an electronic format both for “Pre-qualification criteria” and “Financial bid”.

Only one bid would be considered from one firm/Company for online e-Tendering.

The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. PHL also reserves the right to amend the dates mentioned in Key Events & Dates of this Bid document. All prospective bidders will be notified of the amendment which will be final and binding on all the bidders. In order to allow prospective bidders reasonable time in which to take the amendment into account in Preparing their Bids, PHL , at its discretion, may extend the deadline for the submission of Bids. Further, PHL reserves the right to scrap the Tender or drop the tendering process at any stage without assigning any reason.

### **3. SECTION III: INSTRUCTIONS TO BIDDER**

#### **General**

PHL will select a GST Auditor in accordance with the method of selection from among the bidders, submitting proposals as per the terms & conditions of the Tender.

The name of the engagement is 'APPOINTMENT OF GST AUDITOR IN PHL MUMBAI – WESTERN REGION (MUMBAI, PORT BLAIR, RAJAMUNDRY, U.T. OF LAKSHADWEEP AND DAMAN) The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Firm.

#### **Ethical Standards**

Bidders are expected to observe the highest standard of ethics during the execution of this Contract. In pursuit of this policy, PHL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

For the purpose of this provision, the terms set forth below are defined as follows:

e "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

e "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive PHL of the benefits of competition; and

e Bidder shall declare the names of close relations, if any employed in PHL, with particulars of Name, Relationship, Designation, Department where working.

#### **3.1.1 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and PHL will in no case be responsible or liable for those costs.

#### **3.2 Bidding Document**

##### **Contents**

The Bid Documents shall consist of the tender document along with all annexures / forms & schedules attached thereto.

Bidders are expected to examine all instructions, forms, terms and other information in the bidding documents. Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid.

Tender forms containing deviations if any or over writing should be duly attested by the authorized signatory.

If there is a discrepancy between words and figures, the amount in words will prevail.

### **3.2.1 Clarification of Bidding Document**

A prospective Bidder may request for any clarification of the Bidding Documents by notifying PHL in writing within five (5) days of the issue of the bid document. PHL will respond to such request that it receives no later than two (2) days prior to the deadline for submission of bids prescribed by PHL. Copies of the query and PHL's response will be sent to all Bidders that have obtained the Bidding Documents.

### **3.2.2 Amendment of Bidding Document**

- a. PHL may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the deadline for submission of bids may be suitably extended at the discretion of PHL .
- b. Amendments made prior to submission of bid will be provided in the form of Addenda to the Bidding Documents and will be sent through e-mail to all Bidders that have obtained the Bidding Documents and will be binding on them. The amendment will also be uploaded on PHL website.

### **3.3. Preparation of Bids**

3.3.1 Language of Bid The bid, all correspondence and documents related to the bid shall be in English.

3.3.2 Documents Accompanying the Bid The Bid is to be submitted in two parts as under in separate sealed envelope Part — 1 — Pre-qualification criteria & Other documents (Part-1)

Documents fulfilling pre-qualification criteria & other documents, as given below, are required for technical evaluation :

A Covering Letter indicating the submission of the Bid(Annexure-A) along with No deviation certificate. (Annexure-B), Either Partner or an authorized person holding the Power of Attorney should sign the letter. Certified copy of Power of Attorney to be submitted

### **Commercial Bid**

Commercial Bid shall consist of:

Techno-Commercial Bid Forwarding Letter confirming all terms & conditions of tender.

Blank tender document — duly signed on every page of Notice Inviting Tender, Instructions to bidders, Evaluation criteria, Scope of work, Terms and Conditions, Blank Price Bid and all annexures , with the rubber seal of the bidder, indicating the name and the status of the signatory, as a token of acceptance thereof.

Technical—Bid: The Pre-qualification criteria Document shall cover detailed information/confirmation required for Scope of Work and shall include:

Pre-qualification criteria (PQC) Pre-Qualification Criteria for opening of Technical bid is given below:



## 2. Scope of Work:

As per the requirement of GST Act, Pawan Hans Ltd. is required to appoint GST Auditor for all its location at MUMBAI, PORT BLAIR, RAJAMUNDRY, U.T. OF LAKSHADWEEP, DAMAN having 5 registration. The appointed Firms/LLPs are required to carry out GST Audit under section 35 (5) of CGST Act, 2017 read with Rule 80 of CGST Rules, 2017, as amended from time to time, for all Principal Place of Business and Additional Place of Business assigned to him and to issue separate Audit Report / Certificate/ Statement in adherence to the relevant orders/clarification issued/prescribed under GST Act. However, if necessary for assignment, auditor may visit the additional place of business in connection with the audit.

GST Audit of Registrations (5) as under :

1. MUMBAI
2. PORT BLAIR
3. RAJAMUNDRY
4. U.T. OF LAKSHADWEEP
- 5- DAMAN

The Auditor will be required to issue GST Audit Report including requisite reconciliations and certification of specific, incidental and ancillary records as per the requirements of the GST legislation or any other authority and as per the timelines fixed by Pawan Hans Ltd. for timely compliance of the GST legislations. Further, above audit report shall also be filed electronically as per the provisions of GST Laws by the appointed Firms/LLP. In connection with above audit, guidelines issued by Institute of Chartered Accountants of India and/or Institute of Cost Accountants of India, if any shall also be followed by the auditors to have uniformity across the Corporation.

## 3. Schedule of Fee:

**(a) The schedule of fee will be paid as follow:**

- (i) L1 , bidder will be awarded the GST Audit
- (ii) 100% fees will be paid on completion of GST Audit and submission of audit report as per statutory requirements.

(iii) GST shall be paid extra as applicable.

(iv) Tax deduction at source (TDS) will be made as applicable.

#### **4. Deliverables:**

The Auditors will be required to issue Audit Report/Certificates in respect of GSTIN of the corporation as per the requirements of the GST legislation. Further, above audit report shall also be filed electronically as per the provisions of GST Laws, as amended from time to time. Requisite reconciliations and certification of specific, incidental and ancillary records as required by GST Laws shall also be done by GST Auditor.

#### **5. General Instructions:**

##### **A. Instruction to audit firms**

1. Format for Application (**Annexure-I**) must be completely filled in. Incomplete applications will be rejected out-rightly.
2. Please ensure that date of registration of Registered Office/Branch Office(s), date of joining of partners/qualified/semi-qualified assistants into the firm should be invariably indicated in the application.
3. All E-Bids will be evaluated on the basis of documents furnished along with application only.
4. Since all the applications will be evaluated strictly on the basis of Selection Criteria as laid down in para **8.1**, please avoid attaching unsolicited information/ documents to processing applications expeditiously.
5. All documents submitted should be signed by a partner with his name and under the seal of the firm.
6. Any application received after the stipulated date due to any reason whatsoever, will be rejected out-rightly.

##### **B. List of documents to be submitted along with E-Bids**

Interested audit firm are advised to go through contents of Tender documents carefully and submit attested copies of the following documents in proper sequence along with the E-Bids as described hereinafter:

1. Registration certificate of the firm issued by the Institute of Chartered Accountants of

India/ Institute of Cost Accountant of India. Information related to year of establishment of Head Office & Branch Office(s), Address, detail of partners and their membership nos. as indicated in the certificate will be treated as conclusive and final information for evaluation of E-Bids.

2. Membership certificate of the Partners/Qualified Assistant issued by the Institute of Chartered Accountants of India/ Cost Accountants of India.
3. Certificate/ Marks sheet issued by the ICAI/ICMAI in evidence of qualification of Semi-Qualified Assistants.
4. Copy of PAN Card.
5. A copy of complete E-Bid documents duly signed and documents are to be signed by the partner/owner of the firm along with seal of the firm as a token of acceptance of all terms and conditions.

## 8. Criteria for appointment

### 8.1 :Minimum Eligibility Criteria:-

- a. The firm should be either chartered accountant firm or cost accountants firm.
- b. The firm should have at least 5 year experience /standing and not less than three partners

## 9. Terms and Conditions:

- (i) Assignment of GST Audit is intended to be awarded initially for one year and renewable for another two years subject to satisfactory performance.
- ii) The tenure of appointment shall be at the sole discretion of the Company. The appointment for said assignment shall be made for each year separately and for a maximum of three years. It is expressly stated here that empanelment of the Firms/LLPs is not to be construed as assured appointment and the Company reserves the right not to appoint/reappoint at its sole discretion without assigning any reason thereof.
- iii) The Company reserves the right to accept / reject any or all the offers without assigning any reason whatsoever therefore.
- iv) Overwriting/correction/erase and/or use of white ink should be avoided in the offer. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant Firms/LLPs.
- v) Declaration that applicant Chartered Accountants/Cost Accountants Firms/LLPs have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years shall be submitted in **Annexure-II**.
- vi) Company shall deduct TDS/any other tax/levy as per prevailing rules/rates.
- vii) All the pages of this tender document and documents submitted along-with the Bid shall have to be authenticated by the authorized signatory of the applicant Firms/LLPs along with the Firms/LLPs seal.

The E-tender should be submitted strictly as per the terms and conditions laid down in the

document. The E-tender in the Prescribed Format along with all enclosures/ documents shall be submitted on line. For further clarification the undersigned may be contacted to :

DGM (F&A)

Pawan Hans Ltd

Contact No. 022 26261713 /9870350490

## **10. Compliances / Declarations /Certificates by Firms/LLPs on appointment:**

- i. The Chartered Accountant/Cost Accountant Firms/LLPs shall not sub-contract the assigned audit work.
- ii. The Chartered Accountant/Cost Accountant Firms/LLPs shall work in strict confidence and shall ensure that the related data or information in respect of the operation of the Power Station/Project/Company is dealt with in strict confidentiality and secrecy.
- iii. The assignment shall be completed within time frame specified by the Company.
- iv. No partner of the Chartered Accountant/Cost Accountant Firms/LLPs should be related to either M. D. or any Whole Time Directors or Part Time Directors of the Company within the meaning of the Companies Act, 2013.
- v. Neither the Chartered Accountant/Cost Accountant Firms/LLPs nor its partner(s) or associates should have any interest in the business of the Company.
- vi. The Chartered Accountant/Cost Accountant Firms/LLPs shall be free from any disqualification under The Companies Act, 2013.
- vii. The partners holding Certificate of Practice issued by Institute of Chartered/Cost Accountants of India shall be in whole time practice.
- viii. The Chartered Accountant/Cost Accountant Firms/LLPs shall ensure that data given to them by the company and any information generated from the data provided shall not be used by the Auditor for any other purpose.

## **11. Debarring Provisions:**

The Audit Firm/LLP will be debarred from getting the GST audit or any other assignments of Pawan Hans Ltd:

- i. If the Firms/LLPs obtains the appointment on the basis of false information/mis-statement.
- ii. If the Firms/LLPs does not take up audit in terms of tender/appointment letter.
- iii. If the Firms/LLPs fails to maintain/honour confidentiality and secrecy of the Company's data.

## Annexure-I

### Format of Application

1.	Name of the Firm	
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2.	Registration No. of firm:- (Institute of Chartered Accountant of India/Institute of Cost Accountant of India)		Respective page no of the document.
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3.	Date of Registration of the firm		Page No.
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#### 4. Details of Head Office & Branch Office(s):- Head Office:-

Address	Date of Establishment	Contact No(s)/Fax	E-mail	Page No.

#### Branch Office 1:-

Address	Date of Establishment	Contact No(s)/Fax	E-mail	Page No.

(Insert further Branch Office(s), if any)

#### 5. Details of Partners in the Firm/Limited Liability Partnership (The partners only full time associated with the firm and should not be partner with any other firm only be included) :-

Sl. No.	Name of the Partner	Membership No.	Membership status ACA/FCA/ACMA/ FCMA	Date of joining of the firm as partner	Respective page no of the document

6. Details of Qualified Assistants (Full time):-

Sl. No.	Name of the Qualified Assistants	Membership No.	Membership status ACA/FCA/ACMA/ FCMA	Respective page no of the document.

7. Details of Semi-Qualified Assistants:-

Sl. No.	Name of the Semi-Qualified Assistant	Whether CA/CMA Intermediate	Page No.

8.	PAN No. of the firm:-		Page No.
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9. Bank details for NEFT:-

i.	Bank Name	
ii.	Branch Name, Address & Pin Code	
iii.	Type of account (saving or current account)	
iv.	IFSC Code No.	

Declaration:

I/We, \_\_\_\_\_ Partner/owner of the Firm \_\_\_\_\_, hereby declare that the above information furnished is true & correct to the best of my knowledge and I will abide by the Terms & Conditions set by the company for the Appointment as GST Auditors.

**Signature of  
Partner with Name  
& Seal of the Audit  
Firm**



**Declaration of  
Ineligibility (By the  
CA/CMA Firms)**

I/ We, M/s ..... (Name of Chartered Accountant/Cost Accountant Firm/LLP) hereby certify that I/we have not been banned/de-listed/de-barred from business by any PSU/Govt. Department during last 03 (three) years.

**Signature of  
Partner with  
Name & Seal of  
the Audit Firm**

Address of offices along with the name, address and contract no. of the concerned official in the format enclosed at Annexure-III

**Price Bid :Part 2**

Duly filled up composite lump-sum Audit Fee both in figures and words in the enclosed format at annexure IV. The bid price schedule must be prepared in accordance with the instructions specified below:

- It is to be noted that prices / fee should be quoted in the prescribe format for the scope of work on lump-sum; Indian Rupees only (including all applicable taxes, duties, without any escalation) except GST, which will be reimbursed on submission of proper Tax Invoice required under GST laws.
- Bidder shall strictly quote lump sum price for the Audit assignment. This lump sum should include all amounts towards out of pocket, travelling, conveyances, lodging if any.
- The rates quoted by the Bidders shall remain firm during the validity period and neither the rates can be enhanced nor can the Offer/Tender be withdrawn during this period of validity.
- Acceptance of the Tender will be intimated to the successful bidder through a Letter of Acceptance/Work Order. The GST Auditor shall commence the work immediately on receipt of Letter of Acceptance. In the event of failure on the part of the GST Auditor to start the work within the specific time, the acceptance of the tender shall be considered as withdrawn.

**Evaluation Criteria:**

- a) Bidders will be evaluated on the basis of 'Pre Qualification Criteria Evaluation' and those who qualify will only be considered for opening of financial bids.
- b) Evaluation of Price Bids will be done on the basis of the composite lump-sum audit fee indicated by the GST Auditor.
- c) Selection of Bidder shall be done on L-1 basis (total lump-sum audit fee for all the registration/states, PHL is not bound to accept the lowest or any tender which may be received and Bidder in turn shall have no right to raise any claim, whatsoever it may be, due to or arising out of rejection of tenders.

## **Signing of Contract**

Letter of Acceptance (LOA) shall be issued by PHL to the successful bidder inviting him to visit PHL for finalization & signing of the contract.

Contract document has to be signed within seven (7) days of LOA. The date of actual signing of contract or the seventh day from issue of LOA, whichever is earlier shall be regarded as “effective date of contract”.

The contract agreement will be signed in English language in two originals, one each for PHL and GST Auditor.

## **CONDITIONS OF THE CONTRACT**

### 1.1 Contract and Interpretation

#### 1.1.1 Definitions

1.1.1.1 In this Contract, the following terms shall be interpreted as indicated below.

#### a. **Contract elements**

- i. ‘Contract’ means the Contract Agreement entered into between the GST Auditor and PHL , together with the Contract Documents. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term ‘the Contract’ shall in all such documents be construed accordingly.
- ii. ‘CC’ means the Conditions of Contract.
- iii. ‘Contract Documents’ means the documents specified in CC clause 4.1.2.
- iv. ‘Contract Agreement’ means the agreement entered into between the GST Auditor and PHL using the Contract Agreement Form contained in the Annexure-V of the NIT and any modifications to this form mutually agreed to by the bidder and PHL .
- v. Technical Requirements means the requirements mentioned in the Scope of Work.
- vi. ‘Contract Price’ means the price or prices as specified in Clause 4.3.1 of the Contract Agreement.
- vii. “Bidding Documents’ refers to the collection of documents issued by PHL to instruct and inform bidders of the processes for bidding, selection and Contract formation, as well as the Contractual conditions governing the relationship between the GST Auditor and PHL

#### b. **Subject :**

- i ‘Services’ means all technical, logistics, management, and any other Services to be provided by the GST Auditor under the Contract.

- ii. 'Materials' means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the GST Auditor under the Contract.
- iv. "Final Acceptance" means the acceptance by PHL after successful completion of the contract .

c. **Place and time**

- i) 'Effective Date of Contract' means the date of actual signing of the Contract Agreement or the seventh day from issue of letter of acceptance whichever is earlier.
- ii. 'Contract Period' is the time period during which this Contract governs the relations and obligations of the Auditor and PHL.

**4.1.2 :- Contract Documents**

4.1.2.1 :-Subject to Clause 4.1.2.2, all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

4.1.2.2:- The order of precedence of the Contract documents will be as follows:

- i. Contract Agreement
- ii. Letter of Acceptance issued by the GST Auditor to PHL
- iii. Notice Inviting Tender (Conditions of Contract, Scope of the Work and enclosed Annexure and Forms)

**4.1.3 Interpretation**

- a. Language Contract Documents, all correspondence, and communications to be given shall be in English, and the Contract shall be construed and interpreted in accordance with that language.
- b. Singular and Plural The singular shall include the plural and the plural, the singular except where the context otherwise requires.
- c. Headings The headings and marginal notes in the CC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
- d. Persons Words importing persons or parties shall include firms, corporations, and government entities.

e. Entire Agreement

The Contract constitutes the entire agreement between PHL and the GST AUDITOR with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

f. Amendment No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

g. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **4.1.4 Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of India under the exclusive jurisdiction of the Courts in Maharashtra.

#### **4.1.5 Settlement of Disputes**

a.. Mutual Settlement of Disputes

Except where otherwise provided for in the contract, all questions and disputes relating to any matter directly or indirectly connected with this Contract Agreement shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between the parties.

**b. Conciliation**

All questions, claims, disputes and or differences of any kind whatsoever arising out of or in connection with or concerning this Contract Agreement, at any time, whether before or after determination of the contract, shall be referred by the parties hereto for Conciliation before a Conciliatory Forum / Body.

The Conciliatory Forum / Body will be composed of the following members:-

- i) Nominee of PHL. (to be nominated by CMD ,PHL
- ii) Nominee of the GST Auditor.

The parties to the dispute would place their facts in writing before the Body / Forum and the process of conciliation would be completed within the period of three months from the date of reference to the Conciliatory Forum / Body.

On failure of the Conciliation, the aforesaid questions, claims, disputes and or differences shall be referred by the parties hereto for the decision by a Sole Arbitrator to be appointed as herein after mentioned.

**c. Arbitration**

Matters in question, claims, dispute and or difference in respect of the contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by CMD, PHL. Before appointing the Sole Arbitrator, CMD, PHL shall nominate three names out of which the GST Auditor shall give his consent for one of them for appointment as Sole Arbitrator, failing which after 10 days of the issuance of the letter informing three names, CMD, PHL shall have the power to appoint one of the three notified persons as the Sole Arbitrator.

In case CMD is not holding the post for any reason, the officer who for the time being is entrusted with the functions of the CMD, PHL, by whatever designation, such officer is called, shall be the person designated to appoint the Sole Arbitrator. The arbitrator so appointed shall adjudicate upon the disputes between the parties hereto.

4.2 4.2.1

The provision of the Arbitration and Conciliation Act, 1996 with subsequent amendments and the rules framed there under, if any and all modifications / amendments thereto shall deem to apply.

Services under the contract shall be continued by the GST Auditor, under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work or supply unless otherwise directed in writing by PHL. The place of arbitration shall be at Mumbai.

**d. General**

There shall be no suspension of work on account of arbitration provided that the obligations of the GST AUDITOR shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration.

The cost of arbitration shall be equally shared by the respective parties. The parties agree to comply with the award(s) resulting from the arbitration.

**4.2 Subject Matter of Contract**

**4.2.1 Time for Commencement**

The GST AUDITOR shall commence work immediately from the date of signing of Contract Agreement or the seventh day from issue of Letter of Acceptance, whichever is earlier.

#### **4.2.2 GST Auditor's Responsibilities**

- a. The GST Audit has to be completed within the prescribed time as per the legislature.
- b. Without prejudice to any express provision in the contract GST AUDITOR shall be solely responsible for any consequence resulting from any delay, lack of performance, breach of agreement and or any default.
- c. GST AUDITOR shall be responsible and liable for any acts and omissions of its employees and indemnify PHL for any loss or claim that PHL may incur, on account of such acts or omissions of its employees.
- d. GST AUDITOR shall hold PHL harmless and indemnify PHL from and against any and all third party claims, damages, expenses and cost, including those asserted by its employees, process licensors and/or by any third party arising directly or indirectly out of the performance of the contract.
- e. The amount of liability of GST AUDITOR shall be limited to 100% of the total contract value.

#### **4.3 PAYMENT**

##### **4.3.1 Contract Price**

- a. The Contract Price shall be as specified in Annexure-IV of the Notice inviting Tender, Contract price should be quoted online only.
- b. All services required for the Contract are priced inclusive of all incidental costs (such as Organization support, communications, printing of materials), and inclusive of all taxes, duties & levies paid or payable in any country, as applicable, upon rendering of the services as on the date of bid submission except GST which will be reimbursed by PHL on production of proper GST Invoice required under GST laws. Statutory variation in taxes, duties and levies in India within the contract period (including extensions, if any) shall be to the GST Auditor's account.
- c. The GST AUDITOR shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

##### **4.3.2 Terms of Payment**

- a. The GST Auditor's request for payment shall be made to PHL in writing, accompanied by an invoice describing the GST Audit completed. The Contract Price shall be paid in Indian Rupees after deduction of applicable income-tax or TDS under GST law.

- b. Payments shall be made promptly by PHL, and in no case later than thirty (30) days after submission of invoice in mutually agreed and acceptable format.
- c. The payments will be made through NEFT/RTGS mode.

#### **4.3.4 Taxes and Duties**

Except as otherwise specifically provided in the Contract, the GST AUDITOR shall bear all taxes, duties, levies, and charges assessed on the GST AUDITOR by all municipal, state, or national government authorities, in connection with the Services supplied under the Contract, except GST which will be reimbursed on production of proper GST Invoice required under GST laws. In the case of levy of any additional / enhanced or new taxes, duties, levies within India during the contract period (including extensions, if any), the same shall be borne by the GST Auditor.

#### **4.3.5 Intellectual Property**

- a. All documents, reports, information, data etc. collected and prepared by GST AUDITOR in connection with the scope of work will be the property of PHL and shall be submitted to PHL.
- b. GST AUDITOR shall not be entitled either directly or indirectly to make use of any document, report given by PHL for carrying out of his services with third parties.
- c. GST AUDITOR shall not without the prior written consent of PHL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services, with PHL.

#### **4.3.6 Confidential Information**

- a. The GST Auditor and PHL ('The Receiving Party') shall each keep confidential and shall not, without the written consent of the other party to this Contract ('The Disclosing Party'), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") that has been marked 'Confidential' — ('Confidential Information').
- b. The obligation of a party under Clause 4.3.6.a above, however, shall not apply to that information which:

\* now or hereafter enters the public domain through no fault of the Receiving Party;



\*can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;

\* Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;

\* independently developed by the Receiving Party without the use of that Information and without the participation of individuals who have had access to that Information;

\* required to be provided under any law or process of law duly executed,

The GST Auditor shall be required to sign a formal Confidentiality Agreement for this purpose. (Annexure-VI)

#### **4.4 Providing Services — Project Coordinator**

- a. The GST Auditor shall appoint and notify PHL in writing the name of the Project Coordinator within three (3) days of signing of the Contract. The GST Auditor may also replace the Project Coordinator during the course of agreement and shall inform the name of such other person to PHL without delay. The Project Coordinator shall have the authority to represent the GST Auditor on all day-to-day matters relating to the implementation of the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the Project Coordinator, except as otherwise provided for in this Contract.

All notices, instructions, information, and other communications given by PHL to the GST Auditor under the Contract shall be given to the Project Coordinator, except as otherwise provided for in this Contract.

- b. The Project Coordinator may at any time delegate/revoke to any person any of the powers, functions, and authorities vested in him or her.

#### **4.5 FORCE MAJEURE**

- a. 'Force Majeure' shall mean any event beyond the reasonable control of PHL or the GST Auditor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
  - i. War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
  - ii. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
  - iii. Strike, sabotage, lockout, embargo, import restriction, industrial dispute, epidemics, quarantine, and plague;

- iv. Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation;
- b. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing (supported by a certificate of appropriate authority or Chamber of Commerce) of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days of the occurrence of such event.
- c. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The Time for completion of contract shall be extended in accordance C Clause 4.6.1 (Extension of Time).
- d. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations as per CC Clause 4.5.f under the Contract, but without prejudice to either party's right to terminate the Contract.
- e. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
  - i. Constitute a default or breach of the Contract;
  - ii. Subject to CC Clauses 4.5b, 4.5c and 4.5d, give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

#### **4.6.1 Extension of Time**

The time(s) for completion of contract shall be extended if the GST AUDITOR is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a. Any occurrence of Force Majeure as provided in Clause 4.5 (Force Majeure);
- b. Delay in grant of acceptance of deliverables.

#### **4.6.2 Assignment**

The GST AUDITOR shall not, without the prior written consent of PHL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the GST AUDITOR shall be entitled to

assign either absolutely or by way of charge any money due and payable to it or that may become due and payable to it under the Contract.

#### **4.7 MISCELLANEOUS CLAUSES**

**4.7.1 Insurance** :The insurance and safety of all men and material of the GST AUDITOR at PHL 's site shall be the responsibility of the GST Auditor.

**4.7.2 General** In the event of conflict of clauses/noting between PHL & the GST Auditor, the clauses of PHL shall prevail.

#### **SIGNING OF DOCUMENTS**

Each page of the Tender Document shall be signed by the Bidder with his usual signature as a token of acceptance. Tender by firm may be signed in the Firm's name by one of the Partners authorized through a power of attorney/partnership deed or Manager, or any other authorized representative, as the case may be, followed by name and designation of the Persons so signing, through a power of attorney. Tenders by a Company shall be signed with the name of the Company by a person authorized in this behalf and a Power of attorney or other satisfactory proof showing the person signing the Tender documents on behalf of the Company is duly authorized to do so, shall accompany the Tender.

#### **TERMINATION & SUSPENSION**

In the event of a breach or default of fundamental nature by either party of any of its obligations hereunder, the other party may terminate this agreement by giving the defaulting party at least thirty days prior written notice of its intention to terminate the agreement and telefax advice of the sending of said notice, The said notice shall specify the breach or default complained and if the defaulting party fails to initiate the remedy to such breach or default or fails to justify the delay within the thirty days period, then this agreement may be terminated at the end of such thirty days period.

PHL reserves the right to terminate the agreement at any time by giving a notice of not less than one month without assigning any reason. GST Auditor shall stop the performance of the agreement from the effective date of termination and hand over all the documents/ information etc. including all rights of work to PHL. No consequential damages shall be payable by PHL to GST Auditor in the event of termination.

#### **WAIVER**

The failure of either party to enforce any right hereunder shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said party whether of a similar nature or otherwise.

COVERING LETTER

**'To PHL on the Bidder's letterhead'**

Deputy General Manager (F&A)

Pawan Hans Limited

S. V. Road,

Vile Parle (W)

Mumbai-400 056

Dear Sir,

**Sub: 'Appointment of GST Auditor for the period from 01.07.2017 to 31.03.2018 in PHL'**

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for 'Appointment of GST Auditor' in PHL.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your tender document.

We also understand that PHL is not bound to accept the offer either in part or in full and that PHL has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorised Signatory (ies)

Name:

Designation:

Name and Address of the Bidder Date:

Seal of the bidder

**Declaration for Acceptance of Techno-Commercial Terms & Conditions**

We M/s. ....(Bidder's Name).....having registered office at.....agree to all the Techno-Commercial Terms & Conditions of the NIT No. PHL /FIN/ GST Audit/2017-18 dated 1<sup>st</sup> February, 2019, issued by PHL for GST Audit.

Our offer will remain valid for 30 days from the date of opening of the Tenders.

Date:

Signature, Bidder Name & Seal of authorized person

BIDDER DETAILS

Name of the Bidder

Address

Head Office Address

Ownership details

Status of the bidder (Company, Firm, LLP)

Place of incorporation

Date of incorporation /establishment

Name of the authorized Person

Telephone Nos.

Fax No.

Mobile No.

Email Address

Name and address of bankers for e-payment

Web Site Address (if any)

PAN Number (Photo copy to be attached)

No. of years of operation in India

Offer validation (Minimum 30 days) \_

Financial details of the Bidder (for the last three years)

1. Year

2. Turnover (Rs. in LAKH)

We, hereby, certify that all information provided above is correct and true to the best of our knowledge.

Date:

SIGNATURE OF BIDDER

Place:

NAME:

DESIGNATION & SEAL

**Part-2**

**ANNEXURE-IV**

**FORMAT FOR QUOTING COMPOSITE LUMP-SUM PRICE BID FOR GST AUDITOR**

(Amount in Rs.)

**Professional fee for GST Audit**

<b>Particulars</b>	<b>Lump Sum Total Fee For the year 2017-18 all Registrations (5 Registrations)</b>
Lump Sum Professional fees for GST audit (Including out of Pocket, travelling, conveyances, lodging if any)	

**Note:**

1. The prices shall be excluding GST. Applicable GST shall be paid extra at actuals.
2. The total professional fees inclusive of out of pocket expenses, expenses of travelling outstation if required etc., shall be considered for price bid evaluation and determination of lowest bid. No other amount other than lump sum quoted will be paid. There cannot be piecemeal bid for different audits.
3. Price bid with conditions shall not be considered/may be rejected.

For \_\_\_\_\_

Authorised signatory

Place

Date:

**CONTRACT AGREEMENT FORM**

(To be entered on a Non-Judicial Stamped Paper of Suitable Value)

AGREEMENT ARTICLES OF THE AGREEMENT made this ..... th day of .....; 2019 between M/s. Pawan Hans Limited, S.V. Road, Juhu Aerodrome, Vile Parle (W), Mumbai-400 056 (hereinafter referred to as "PHL" which expression shall include his/their executors, administrators and assigns) of one part and M/s..... (hereinafter referred to as the Auditor,, which expression shall include his/their, executors, administrators and assigns) of the other part and whereas PHL had issued the Notice inviting Tender vide No. PHL/FIN/GST AUDITOR/2017-18 dated 1<sup>st</sup> February, 2019 against which the GST Auditor has submitted its quotation dated..... PHL has issued letter of appointment vide No. PHL/FIN/GST AUDITOR/2017-18 dated..... to the GST AUDITOR, which has been accepted by them.

NOW IT IS HEREBY AGREED as follows:-

That the Notice Inviting Tender, Quotation and letter of appointment including the following shall be deemed to form an integral part of this agreement :

- (a) General Terms & Conditions of Tender;
- (b) Related Terms & Conditions of Tender:
- (c) Scope of work and deliverables;
- (d) Audit Fee and terms & conditions for payment.

In witness thereof, of parties put their hand this .....th day of , 2019 in the presence of :-

I. Witness No. 1

For Pawan Hans Limited

II. Witness No. 2

For.....



**CONFIDENTIAL MUTUAL NON-DISCLOSURE AGREEMENT (To be entered on a Non-Judicial Stamp Paper of Suitable Value)**

This MUTUAL NONDISCLOSURE AGREEMENT (this 'Agreement') is entered into effective as of the, between and WHEREAS, the Parties have entered into discussions regarding the following proposed business arrangements:

WHEREAS, the Parties desire to disclose to each other, confidential information in connection

with these discussions regarding, or in anticipation of, such business arrangement;

NOW THEREFORE, in consideration of the disclosure of Confidential Information (as defined herein) by either Party, the Parties agree as follows:

1. As used herein: 'Confidential Information' means communications or data information disclosed by the GST Auditor limited to concept, idea, know-how, process, technique, data classification techniques, data structures, technology, features and enhancements to the GST Auditor's software, business plans, marketing materials and plans, technical or financial information, sketches, models, samples, computer programs and documentation, drawings, specifications, data, databases, price lists, prices disclosed by either party, whether conveyed in oral, written, graphic, or electronic form or otherwise.
2. Without prejudice to the terms and conditions of the subject contract, all Confidential Information disclosed by the PHL OR the GST Auditor, respectively, each party agrees that it will treat the Confidential Information as confidential using reasonable safeguards against the unauthorized disclosure of the Confidential Information and that it will protect such Confidential Information at least as securely as it protects its own proprietary and confidential information, which in any event shall not be less than a reasonable standard of care.
3. Each of the PHL and the GST Auditor agrees that:
  - (i) The documents provided hereunder containing Confidential Information shall be used solely for the purpose of evaluating its interest in the business arrangements described or performing an agreement between the Parties hereto;
  - (ii) It will not use such Confidential Information disclosed for purpose except in terms and conditions of the subject contract.
  - (iii) It will not distribute, disclose or disseminate Confidential Information to anyone except its Representatives with a need to know and involved in the

consideration or performance of the business arrangements described herein or as required by law. As used herein, the term 'Representatives' shall mean, with respect to the PHL or the GST Auditor, as appropriate, its directors, officers, employees, GST Auditors, bankers, attorneys, agents and advisors.

4. This Agreement shall not apply to Confidential Information that:
  - (a) Is now, or in the future enters the public domain, through no fault of the GST Auditor (as the case may be); or
  - (b) Has been disclosed to the PHL or the GST Auditor (as the case may be) by a third party without restriction; or
  - (c) is known to the general public through publication or otherwise; or
  - (d) Is already known to PHL or the GST Auditor (as the case may be) at the time of its disclosure; or
  - (e) Is independently developed by PHL or the GST Auditor (as the case may be).

Each of the PHL or the GST Auditor, as applicable, may disclose Information as part of an administrative or judicial action provided; either party gives the other advance written notice of such proposed disclosure.

5. Each of the PHL or The GST Auditor shall have, or shall enter into, agreements with its parent, divisions, subsidiary companies, partners, contractors, subcontractors and Solution Providers that will safeguard the Confidential Information disclosed hereunder consistent with the terms of the Agreement. With respect to Representatives, each of the PHL and the GST Auditor shall advise their respective Representatives who will have access to Confidential Information as to their obligations contained herein.
  6. Except as expressly provided herein, no license or right is granted by either Party under any patent, patent application, trademark, copyright, software or trade secret.
  7. Each of PHL and the GST Auditor acknowledge that the other has endeavored to include in its Confidential Information all information known to it which it believes to be relevant for the purpose of their mutual investigation and assessment of potential business arrangements.
  8. Any modifications or amendment to this Agreement must be in writing and signed by authorized officials of each Party. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.
  9. This Agreement of the PHL's and the GST Auditor's obligations with respect to the Confidential Information contained herein shall be life long from the date of this Agreement. At the PHL's or the GST Auditor's request, all

confidential information of the PHL or the GST Auditor in tangible form that is in the possession of the other party shall be returned or destroyed.

10. If any clause, provision or term of this Agreement is declared illegal, invalid, or unenforceable under applicable present or future laws, then those of the clauses of this agreement which are distinguishable and separable shall not be affected and, in lieu of any such clause, provision, or term, there shall be added with mutual consent as a part hereof a substitute clause, provision or term as similar in substance to such illegal, invalid or unenforceable clause, provision or term as may be possible.
11. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. It is understood that the affected party may seek remedy in accordance with the terms and conditions of the subject agreement.
12. This Agreement shall be governed by the laws of India.
13. The undersigned warrant and represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their name.
14. This Agreement may be executed in counterparts (including by facsimile signatures), each of which shall be deemed to be an original, and all of which shall constitute the same instrument. This Agreement shall become effective when countersigned by the PHL in accordance with this paragraph.

For For Pawan Hans Ltd

For Firm.....

Signature

Signature Name:

Designation:

Designation: