

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-02-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-02-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Housing & Urban Affairs (mohua)
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Kochi Metro Rail Limited
Office Name/कार्यालय का नाम	Kochi Metro Rail Limited
क्रैता ईमेल/Buyer Email	mmt.kmrl@kerala.gov.in
Item Category/मद केटेगरी	Financial Audit Services - As per ATC; Audit Firm
Contract Period/अनुबंध अवधि	3 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

Bid Details/बिड विवरण	
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

PRICE BREAK UP TO BE UPLOADED ALONG WITH FINANCIAL COVER ONLY - [1738241769.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
LCS CRITERIA for Technical Evaluation mentioned in Section 4 of ATC	100	75	View file	Yes

Total Minimum Passing Technical Marks: 75

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
06-02-2025 11:00:00	Kochi Metro Rail Ltd. Corporate office 4th floor, JLN Stadium metro station, Kaloor, Kochi- 682017 Video call link: https://meet.google.com/qao-itfn-iyb

Financial Audit Services - As Per ATC; Audit Firm (1)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Scope of Work	As per ATC
Type of Financial Audit Partner	Audit Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	As per ATC
Type of Industries/Functions	As per ATC
Frequency of Progress Report	QUARTERLY
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	as and when required
State	NA
District	NA
Addon(s)/एडऑन	
Post Financial Audit Support	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Nithin N P	683106,DCO Stores, Muttom depot KMRL, Aluva	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

SECTION 1

INTRODUCTION

1. GENERAL

- a. Kochi Metro Rail Ltd. (KMRL) was created as a Special Purpose Vehicle (SPV) for the implementation, operation and maintenance of the metro project. KMRL is a joint venture of Government of India & Government of Kerala. KMRL has Completed the Phase I & Phase I extension of KMRL Project. The stations along the stretch are architecturally themed and are attracting substantial ridership.
- b. KMRL is also executing the Water Metro project, Integrated Urban generation and water transport system (IURWTS) project, Trivandrum & Kozhikode Metro Project.
- c. Proposals are invited for Engagement of Chartered Accountant/Cost Accountant firm for Internal audit and other assignments for the years 2025-2028 in a single stage bidding process.
- d. The interested firms may download the tender document from the following websites – www.gem.gov.in / www.kmrl.co.in
- e. The intending Bidders must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- f. The firms participating in the tender process hereafter will be called as “Applicants”/ “Bidders”/ Service Providers.
- g. The proposal should be submitted by bidders in two parts. The two parts of the proposal are **Part 1: Technical Proposal** and **Part 2: Financial Proposal**. Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1). The firms qualifying evaluation of technical proposal as mentioned in tender document/ATC shall only be considered for further evaluation. Under stage 2, the financial proposal of such firms as selected above shall be opened and evaluated. The applicants who has quoted lowest fee post correction of arithmetic error if any will be awarded the contract.

2. KEY DETAILS

The applicants shall take note of the following key details in connection with submission of proposal:

a	Name of Work	Engagement of firm Chartered Accountant/Cost Accountant for Internal audit and other assignments for the year 2025-2028
b	Tender Security Amount (EMD- Earnest Money Deposit)	Nil
c	Tender Processing Fee (Non Refundable)	Nil
d	Date of publishing of tender	30.01.2025
e	Email id for receiving queries and clarification	queries@kmrl.co.in
f	Pre-bid meeting	06.02.2025 @ 11.00 hrs Kochi Metro Rail Ltd. Corporate office 4 th floor, JLN Stadium metro station, Kaloor, Kochi- 682017 Video call link: https://meet.google.com/qao-itfn-iyb
g	Clarification seeking end date	08.02.2025 @ 17.00 hrs
h	Tender submission end Date and Time	Please refer GeM portal
i	Date & Time of opening of Tender	Please refer GeM portal
j	Validity of Tender	90 days from the last date of submission of tender
k	Completion Period	3 financial years from 2025-2026 , 2026-2027 & 2027-2028
l	Performance Security	Nil
m	Authority and Place for submission of required documents (stamp paper documents & Bank guarantee only) and seeking clarifications on tender documents	General Manager (Procurement) Kochi Metro Rail Ltd, 4 th Floor, JLN Metro Station, Kaloor-682017

SECTION 2

INSTRUCTION TO BIDDERS

1)	Name of Work	KMRL intends to Engage firm Chartered Accountant/Cost Accountant for Internal audit and other assignments for the year 2025-2028.
2)	Contract Period	<p>The contract will be valid for a period of 3 years from the date of issuance of the GeM Contract Order/LoA or from 01.04.2025, whichever is later.</p> <p>Thereafter, upon reviewing satisfactory performance over the initial 3 years, the contract may be extended for another 2 years with 10% increase in the audit fees from fourth year, subject to discretion of the KMRL and satisfactory yearly performance of the firm.</p> <p>The successful Service Provider shall commence the service from 01/04/2025.</p>
3)	EMD (Tender Security/ Bid security)	<p>Nil</p> <p>Bidders are requested to provide Bid securing declaration as per Appendix 14</p>
4)	Performance security	Nil
5)	Bid validity	90 days from the last date of bid submission and to be extended as per the request from KMRL.
6)	Contact Person Details	<p>Teeya Mary P J</p> <p>Designation: DGM (Finance)</p> <p>Contact No : 9746948554</p>
7)	Clarification and queries if any	<p>Queries can be e-mailed to queries@kmrl.co.in.</p> <p>Last date for seeking clarification:</p> <p>KMRL shall endeavor to respond to the queries within the period specified above. KMRL will post the reply to all such queries on the GeM portal and KMRL website.</p> <p>KMRL reserves the right not to respond to any queries or provide any clarifications, at its sole discretion, and nothing in this clause shall be construed as obliging KMRL to respond to any question or to provide any clarification.</p>
8)	The documents to be uploaded along with bid	<p>Duly filled, signed and sealed following appendices shall be submitted by bidders.</p> <p>a) Appendix 1- Tender index</p> <p>b) Appendix 2- Technical Proposal</p>

	<p>*PAN card, GST certificate and cheque copies need not be enclosed by bidder who have received Purchase/work order from KMRL unless there are changes in the said credentials</p>	<ul style="list-style-type: none"> c) Appendix 3- Bidder Details d) PAN Card copy* e) GST registration certificate* f) Cancelled cheque copy* g) Appendix 4- Schedule of compliance with scope of work h) Appendix 5- Schedule of compliance with tender terms & conditions i) Appendix 6: List of Partners as on 31.12.2024 (as per eligibility criteria) j) Appendix 7: Exposure of the firm in PSU being infrastructure company with Turnover more than 150 Crores under Central/State government as Internal auditors in last five preceding year commencing from FY 2019-20 (as per eligibility criteria) k) Appendix 8: Experience in other Audit assignments in PSUs in Kerala l) Appendix 9: Annual turnover as per eligibility criteria m) Appendix 10: checklist for fulfillment of minimum eligibility criteria n) Appendix 11- Power of Attorney o) Appendix 12- Deleted p) Appendix 13- Deleted q) Appendix 14- Undertaking for Tender security declaration r) Appendix 15- Undertaking that applicant is not blacklisted /debarred as per Appendix 13.
9)	<p>Determination of responsiveness:</p>	<p>Bid shall be considered as non-responsive & shall be rejected if the bidder fails to submit all the required documents as mentioned in the tender document.</p> <p>Prior to evaluation of Technical Proposals, KMRL will determine whether each Proposal is responsive to the requirements of the tender document. KMRL may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:</p> <ul style="list-style-type: none"> i. it is received by the Proposal Due Date including any extension thereof ii. it is accompanied by the Bid Security (if applicable). iii. applicants have submitted all documents as per tender requirement. iv. it is not non-responsive in terms hereof. <p>KMRL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be</p>

		entertained by KMRL in respect of such proposals.
10)	Award criteria	<p>The contract (LoA/GeM Contract Order/WO) will be awarded based on the technically accepted bid (in accordance with the LCS evaluation criteria outlined in Section 3 - Evaluation & Qualification Criteria of the tender document/ATC) with least total cost (including all taxes & duties) and also considering the following factors:</p> <p>a) Correction of arithmetic errors if any.</p> <p>b) Application of Make in India Policy</p> <p>Unconditional acceptance of (LoA/GeM Contract Order/WO) must be furnished within 3 days of issue of same.</p>
11)	Variation in quantities during the contract period.	The quantity mentioned in the BOQ is indicative. Actual quantity may vary upto 25% of the ordered quantity (rounded off to next whole number).
12)	Signing of Agreement	Deleted
13)	Power of Attorney	The Bidder shall submit a written power of attorney authorising the signatory (ies) of the Tender to commit the bidder.

14) Please be noted that no part of financial bid (price/rates) should be reflected or disclosed in technical bid in any manner. If so found, the bid submitted will be summarily rejected.

15) TAXES AND DUTIES

The bidder shall quote the price for the requirements and conditions mentioned in the tender.

- a) The price quoted shall be inclusive of GST and all other applicable taxes, duties and other charges.
- b) Transportation, packing, forwarding, installation and other charges if any, shall also be included in the quoted price.
- c) Contract price will be the total price quoted which is inclusive of all taxes and GST.
- d) The tax liability as per GST Act rests with the contractor, ambiguity if any regarding the percentage for that particular work or Services Accounting Code (SAC)/HSN etc shall be cleared before offering of rates.
- e) Any liability on account of wrong classification of goods or services for arriving at taxes will be on the bidder.
- f) Lowest offer will be decided based on the overall lowest amount calculated with the basic price along with GST.
- g) Invoice as per GST Act should be furnished prior to every running account/final bills.
- h) The GSTIN of Kochi Metro Rail Ltd is 32AAECK5274H1ZL

- i) GST at actuals shall be paid on the quoted/corrected base value as per GST law in India after submission of appropriate GST invoices with GSTIN of the bidder and GSTIN of Kochi Metro Rail Ltd - 32AAECK5274H1ZL.
- j) Under GST law the contractor shall also comply regarding filing of all the returns to the GST network/government departments within the stipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if KMRL incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing / uploading of data/submissions of documents etc in time then all such liability including the input credit of the GST lost by KMRL and the penalties and interest incurred by KMRL would be the liability of the contractor and the same shall be recovered either by recovery from security deposits / any other amount payable by the contractor to KMRL or through direct payment. The contractor shall submit the copy of latest filed return - GSTR1 along with the invoice.

16) GENERAL

- a. The intending Bidders must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- b. The applicant is required to examine carefully all the contents of the tender document including addenda/corrigenda, instructions, conditions, forms, terms, specifications and take them fully into account before submitting the bid. Failure to comply with the requirement(s) of tender document will be at the Bidder's own risk & responsibility.
- c. Kochi Metro Rail Ltd. (KMRL) will not be responsible for any delays reasons what so ever in receiving as well as submitting offers, including connectivity issues.
- d. Kochi Metro Rail Ltd. (KMRL) will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
- e. Kochi Metro Rail Ltd. (KMRL) reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason. Decision of KMRL in this regard shall be final and binding on the bidder.

SECTION 3

SCOPE OF WORK

DETAILS OF WORKS TO BE IMPLEMENTED BY THE CONSULTANT

A. The Assignment includes

- Internal Audit
- Pre Audit of Payment Vouchers above the threshold limit set by KMRL from time to time (at present limit is Rs. 1 lakh).
- Certification/ Verification works
- Special Audit assignment

B. SCOPE OF INTERNAL AUDIT

The assignment of Internal Audit shall be done on concurrent basis headed by at least one qualified Chartered / Cost Accountant who can be replaced only with prior approval of KMRL along with required personnel who must be at least semi qualified. The audit firm shall employ such more qualified and experienced personnel as and when required for internal audit. The firm shall furnish the list of personnel deputed for audit with details before commencement of audit. The list shall be reviewed and approved by KMRL with or without modification. Except as KMRL may otherwise agree, no change shall be made in the approved list of personnel. If for any reason beyond the reasonable control of the Audit Firm, it becomes necessary to replace any of the Personnel, the Audit Firm shall forthwith provide as a replacement, a person of equivalent or superior qualification with the prior approval of KMRL.

C. OBJECTIVE

- To monitor the achievement of organizational objectives.
- To identify, assess and suggest to manage risks to those objectives.
- To ensure compliance with manuals, policies, delegation of powers, laws and regulations including all statutory requirements.
- Review of operations to assure whether the operations are conducted economically and efficiently.
- To assure whether the systems, procedures, adopted by the company are adequate and effective to achieve company's objectives and goals.
- To assure the compliances of legal, regulatory, accounting standards, policies and prescribed

procedures.

- To add value to improve the company's operations.
- To review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure the accuracy of the books of accounts;
- Verify that the system of internal check is effective in design and operation in order to ensure the prevention of and early detection of defalcations, frauds, misappropriations and misapplications;
- Identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
- To evaluate and improve the effectiveness of risk management control and governance processes.

D. EXTENT OF COVERAGE OF INTERNAL AUDIT

The illustrative (but not exhaustive) list of tasks to be performed for Internal Audit by Practicing Audit Firm Partnership/Proprietorship/Individual is given as under: -

Sl. No.	Particulars	Frequency
1	Verification of all accounting vouchers	75%
2	Review of all expenses as per delegation of powers, supporting documents, statutory deductions, head of accounts etc.	75%
3	Payments to project vendors with reference to compliance with the contract agreement, compliance of foreign exchange payments etc	100%
4	Pre audit of payment vouchers as per threshold limit set by KMRL	100%
5	Verification of Bank Reconciliation statement.	100%
6	Verification of statutory payments, filing of returns etc	100%
7	Review of the Fixed Assets Register, Physical verification of the all Fixed assets on perpetual inventory verification system, so as to cover all assets over a period of three years	Once in a financial year

8	Physical verification of Inventory/spares at head office/ stations / depot & issue of report	twice in a financial year
9	Review of revenue accounting from stations / head office 1) Fare Box 2) Non fare box 3) Lease/ Rental income / Advertisement / property development/ station oriented development and any other income 4) Interest earned from short term deposit 5) Consultancy income 6) Revenue leakage, if any	100%
10	Ensuring compliance with the SOP's on "Revenue Procedures at stations" including physical verification of cash at stations	Quarterly
11	Special Audit of all contracts (from RFP till execution) • Contracts with value upto Rs. 25 lakh • Contracts with value above Rs. 25 lakh	 50% 100%
12	Special Audit of Procurement of stores/spares/miscellaneous (from RFP till execution) • Contracts with value upto Rs. 5 lakh • Contracts with value above Rs.5 lakh	 50% 100%
13	Special Audit of contracts /PO awarded on single tender and nomination basis • Contracts with value upto Rs. 5 lakh • Contracts with value above Rs. 5 lakh	 50% 100%
14	HR Department • Monthly salary payments including statutory deductions • Recoveries • Leave records • Claims • Any other areas not listed above	100%

15	Audit of stores/depot/spares department (verification of documentation, procedures, adherence to SOP's)	Half yearly
16	Verification of valuation of closing stock	Half yearly
17	Verification of title deeds of land	100%
18	Verification / certification of documents submitted towards reimbursement procedure / fund utilization of external / domestic borrowings / foreign remittance / for any other purpose	100%
19	Compliance of manuals, standard operating procedures, delegation of powers.	100%
20	Verification & Filing of all statutory returns (IT, TDS, /GST/PF etc)	100%
21	Orientation program by Senior partner on new laws, amendments or any other relevant matters as applicable to KMRL	twice in a financial year
22	Assist in finalization of accounts	Quarterly/yearly
23	Ensuring compliance with the "Audit Manual" / "Accounting manual" of KMRL.	100%
24	To ensure adequacy of various manuals in the company and advise modifications to the management from time to time.	On needs basis
25	Analysis of Sundry Debtors / Sundry creditors/ Loans and sub debts/ Expenses/ Income / CWIP etc.	Quarterly
26	Advise on Ind AS, Direct & Indirect Tax related Matters	100%
27	Verification of Fixed asset capitalization workings as and when asset capitalization take place	100%

E. REPORTING REQUIREMENTS – INTERNAL AUDIT

The internal audit is to be carried out and report to be submitted on quarterly basis within Twenty days of the close of each quarter. The auditor has to highlight the critical issues immediately to the Management, which require immediate attention. The audit report shall be issued to Director Finance, KMRL. The report shall be submitted on-line / in soft as well as hard copies. KMRL may prescribe separate forms, if any, applicable for furnishing the audit reports on-line.

All work done by the Internal Audit Service should be properly documented, evidenced and filed for any reference. The auditor shall obtain, maintain and submit sufficient audit working papers as evidence to the Employer for support of their findings and audit opinion. The documentation shall comply with the guidelines prescribed by the ICAI/ICMAI.

On completion of the audit, the auditor shall follow steps before finalization of the audit report,

- i. The preliminary audit observation shall be first discussed with the Finance officer nominated by KMRL for coordinating the audit along with the head of the department.
- ii. The observation of the audit shall be prepared after seeking clarifications from the finance department
- iii. Based on the preliminary audit observation and after discussions, a final report shall be complied /prepared

The report should be structured in a manner to provide the following:

- i. Audit observations
- ii. Risk and Implications of the observations
- iii. Recommendations
- iv. Management comments
- v. Audit observation on the management comments

In addition to above, report on the action taken on previous recommendations / observations shall be incorporated.

F. SCOPE OF PRE-AUDIT

The audit compliance includes the 100% pre-audit of vendors' bill valuing more than the threshold limit fixed by KMRL (At present Rs. 1 lakh) and detailed pre-audit verification of the final bill of the contractors for the project activity within the time frame as per KMRL existing policy & procedures.

Only with auditor certification, the payment will be released to the contractors on such bills. It also includes verification of final settlement of employees at the time of resignation/ retirement.

The pre audit team must include persons with a minimum qualification of CA/ICWA inter to conduct the pre-audit of accounts of the company.

The scope of pre-audit includes -

- i) To ensure approvals as per delegation of power.
- ii) To verify and scrutinize payments to contractors with reference to respective agreements and adjustment thereof while accounting for the work done by them and ensure that deductions in respect of mobilization & other advances, Statutory deductions, etc. are correctly made from the bills. Also verify that all vendor accounts are reconciled from time to time.
- iii) To verify work-in-progress with reference to field records such as Interim payment certificates and certification of progress issued by the executive, quantum of work-in-progress recorded should be compared with work orders/ contracts and subsequent approvals for variations, to ensure that payments are duly authorized.
- iv) To check that adjustments for returns, shortages, damages and unserviceable stores and materials at sites are properly made.
- v) To review terms and conditions of tender documents and agreements, verification of bank guarantees, insurance policies and specific emphasis to be given on final payments.
- vi) To plug loopholes, which might have crept in the system due to passage of time and complacency on the part of persons particularly, engaged in financial concurrences, release of payments, updating accounting records, authorizations as per Financial Accounting System etc.
- vii) Pre audit of payment vouchers shall be completed within two days of receipt of request from KMRL. In case of urgent payments pre audit shall be completed within same day.

G. MINIMUM MANDAYS PER QUARTER

The minimum number of man-days required to be spent per quarter on internal audit and pre audit at KMRL by various categories of audit staffs are given below. However, the bidder can increase these man-days according to his assessment of work. If the actual number of man-days attended by any category of audit staff falls below the quoted number of days, the remuneration shall be reduced accordingly. In any case, the auditor has to ensure that the optimum number of man-days is spent on internal audit of KMRL. Necessary attendance register will be maintained by KMRL for this purpose. Daily Audit Team shall include minimum one Semi –qualified assistant and one Junior Articled clerk.

Sl. No.	Particulars	Partner	Qualified assistant	Semi-qualified assistant	Junior articulated clerk
	Internal audit at head office / depot /station	2	5	60	60
	Pre Audit at Head Office			75	75
Note 1. A presence of not less than 4 hours by partners , 5 hours by fully qualified assistant, 8 hours by Semi-qualified/ Junior/articled clerk shall be deemed as one man day					

The remuneration shall be paid quarter wise after completion of the audit on submission of the audit report and other reports specifically asked by KMRL, if any, and on submission of a bill by the firm. GST as applicable shall be paid extra as per extant laws. No TA or DA or food expenses or out of pocket expenses will be paid for the assignment. The bidder shall carry its own system for executing the work. In the event of outstation travel (as approved by KMRL), TA/DA as per KMRL travel policy shall be reimbursed. Partner/Qualified Assistant shall be equated to the level of E7/E4 and other audit staff to the level of E0.

SECTION 4

EVALUATION AND QUALIFICATION CRITERIA

1. ELIGIBLE APPLICANTS

The tenders for this contract will be considered only from those bidders who meet requisite eligibility criteria prescribed as under:

- i. A bidder shall submit only one bid in the same tendering process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified. No bidder can be a subcontractor while submitting a bid individually. A bidder, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- ii. Bidders shall not have a conflict of interest. All Bidders found to have a conflict of interest, shall be disqualified. Bidders shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - a. bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project.
 - b. bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - c. a bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.
- iii. A firm, who has purchased the tender document in their name, can submit the tender.
- iv. Any entity which has been barred / blacklisted by the Government of India, any State Government, a statutory authority or a Public-Sector Undertaking, as the case may be, from participating in any project, and the bar / blacklist subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2. MINIMUM ELIGIBILITY CRITERIA:

The Applicant shall meet the following minimum eligibility criteria for participation in this Tender Process. The bidders who do not qualify the minimum eligibility criteria shall not be considered for evaluation.

SL No.	Minimum Eligibility Requirement	Supporting Document to be submitted
(i)	<p>Legal Status of the Bidder and experience of Firm:</p> <p>The Bidder should be a Partnership Firm / LLP of Chartered Accountants / Cost Accountants registered in India having experience of 10 (Ten) years or more.</p>	Self-attested copy of Registration certificate issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India.
(ii)	<p>Financial Capacity</p> <p>The Bidder should have average annual gross receipts / turnover excluding GST (total of consultancy fee, filing fee etc. charged in the process of usual business but excluding other Income) of Rs.50,00,000 (Rupees Fifty Lakh) for last 5 (five) completed financial years. 2019-20 to 2023-24.</p>	<p>Audited financial statements of the firm (Balance Sheet & Statement of Profit and Loss) duly self-certified.</p> <p>Bidder shall submit certificate as per appendix 9</p>
(iii)	<p>Experience of Partners</p> <p>The Bidder should have minimum 4 (four) full time qualified partners associated with the firm. Of which, at least 2 (two) full time CA/ CMA should have association of 5 Years or more with the firm / LLP.</p>	<p>List of the partners (as per Appendix 6) along with the resume giving the brief details of relevant experience of Internal audit and the membership No. The list should be attested by Managing Partner / Senior Partner establishing the fulfilment of criteria.</p> <p>The resume should separately mention the work done and period of experience in Internal Audit.</p>
(iv)	<p>Assignment Undertaken</p> <p>Should have undertaken Internal audit assignments of at least 1 (one) Central/State PSU or Listed / Public Limited Company/Private Company having Mandatory Ind-AS applicability and annual turnover of Rs.150 crores or more of at least one year in the last five (5) financial years. Note: Bank audits & Branch Audit will not be considered for the above purpose.</p>	<p>List of assignment (as per Appendix 7) showing the organization name, financial year for which assignment undertaken, date of completion of assignment and turnover of the organization audited and Ind-AS Application reason for the relevant F.Y. duly certified by the Managing Partner / Senior Partner.</p> <p>Offer letter in the letter head , any one invoice and supporting document of receipt of payment against such invoice should be provided as Proof of execution of services.</p>

(v)	The firm should have a Registered Office/ branch in Kochi region. Proof as per ICAI/ ICAI records to be attached.	Self-attested copy of Registration Certificate issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India along with proof of address.
(vi)	The bidder should not have been debarred / black listed / disqualified by any regulators / statutory body in India.	Self-declaration as per Appendix 15

3. LCS (Least Cost Selection) CRITERIA for Technical Evaluation

First of all, it will be determined whether each tender is responsive as per Section 4, clause 2 - Minimum Eligibility Criteria.

The bidders who do not qualify the minimum eligibility criteria shall not be considered for LCS evaluation method. The Bids, which are not considered substantially responsive shall be rejected and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

Bids that are deemed responsive based on the eligibility criteria and tender requirements will be evaluated according to the Selection Criteria outlined in Annexure A. **The bidders, who secure 75 marks and above as per Scoring Criteria will be declared as technically qualified bidders and price bid will be opened for them only.**

The offers who are qualifying as per these technical evaluation criteria will only be considered as technically responsive, and the rest would be considered technically nonresponsive and would be disqualified from further evaluation.

The decision of the KMRL as to which of the bids are not substantially responsive and scoring as per table below shall be final.

ANNEXURE A

Sl. No.	Evaluation Criteria	Marks
1)	Legal Status of the Bidder	20
	Minimum marks for 10 years' experience will be 15.	
	For each additional full year of experience, additional 1 mark will be awarded subject to maximum of 20 marks.	
	Counted from the date of constitution of the firm/LLP with one full time FCA or date of joining of the firm/LLP by the existing partner having the longest association with the firm/LLP whichever is later.(Such date will be considered as Formation date of the firm)	
2)	Financial Capacity	20

	Minimum marks for having average annual turnover/receipts of Rs.50,00,000 in the last five(5) completed financial years will be 15.	
	For each additional Rs.50 Lakh average turnover / receipts, additional 1 mark will be awarded subject to maximum of 20 marks.	
3)	Experience of Partners	
●	Minimum marks for the criteria (clause 2.iii of Minimum eligibility criteria) will be 20	30
●	The firm having additional partner with post qualification experience and association with firm of 10 years or more will be awarded two additional mark for each additional partner subject to maximum of 30 marks.	
4)	Assignment Undertaken	
●	Minimum marks for undertaking Internal Audit assignment of at least 1(one) Central / State PSU/ Listed/Public Limited Company/Private company having mandatory Ind-AS applicability and annual turnover of Rs.150 crores or more of at least one year in the last five (5) financial year will be 20.	30
	For each additional internal audit assignment meeting the criteria handled for a continuous period of atleast one year during last five (5) financial years, additional 2 mark will be awarded subject to maximum of 30 marks	
	Each company/audit assignment will be considered only once although audit assignment was carried out for more than one year	

Note: 1. Bank Audits and Branch Audits of PSUs will not be considered.

2. Supporting documents as per respective forms shall be submitted.

4. EVALUATION OF FINANCIAL PROPOSAL

Bidders who do not meet the technical evaluation criteria will be excluded from the financial bid opening process. Financial proposals will only be opened for eligible and responsive offers.

The L-1 bidder, determined from the responsive offers, will be selected without additional weighting based on the Technical proposal's marks or ranking.

The contract will be awarded to the bidder offering the L-1 (Lowest Evaluated Tender Price), after any necessary corrections for arithmetical errors, provided the quoted amount is deemed acceptable.

SECTION 5

CONDITIONS OF CONTRACT

1. NAME OF WORK

Engagement of firm Chartered Accountant/Cost Accountant for Internal audit and other assignments for the year 2025-2028.

2. SCOPE OF WORK

The scope of work is as mentioned in Section 3.

3. CONTRACT DOCUMENTS

Subject to Article Order of Precedence of the Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract document shall be read as a whole.

4. SIGNING AND ACCEPTANCE OF LETTER OF ACCEPTANCE / WORK ORDER

In case the Successful Bidder fails to accept the contract order and/or complete the work within the time limit specified in the contract order or any extension thereof as may be decided by KMRL, without any additional cost to KMRL, the Bid Security shall be forfeited/Bid securing declaration will be invoked/executed.

5. CONFIDENTIAL INFORMATION

5.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party, any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

5.2 The Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Material, construction or such other work and services as are required for the performance of the Contract.

6. SUPPLY/ REPLACEMENT OF PERSONNEL

The qualifications and experience of the personnel who are sent by Firm to work on the project shall be acceptable to KMRL. In case KMRL is not satisfied with the performance of any personal, the same shall be replaced on KMRL's request with a person acceptable to KMRL.

7. CHANGES IN PERSONNEL

If it is necessary to replace any personnel of Firm, the latter shall immediately arrange for replacement by a person of comparable competence.

1. The internal Auditor shall ensure the compliance of the following and give an undertaking at the time of acceptance of the Audit assignment that the audit shall not -
 - i. At any time disclose the private affairs or secrets of the Company which he may learn during his appointment; or
 - ii. At any time, directly or indirectly, communicate to any third party or other unauthorized person, firm or company any confidential matters concerning the Company or the Business; or
 - iii. Directly or indirectly communicate upon any matter concerning the Company or the Business with any of the Company's employees, customers, suppliers, bankers, competitors or other persons or companies with whom the Company does business, except as instructed in the course of his duties; or
 - iv. During this Agreement and for a period of twelve months following its termination, solicit, or endeavor to entice away from the Company any person who was an employee of the Company at any time during this Agreement; or
 - v. At any time take away any documents or data or working papers of the Company other than as necessary in the course of his duties; or
 - vi. At any time generally take any action injurious to the interests of the Company or the Business.
2. The appointment of the Audit firm shall be initially for a period of three years i.e from financial year 2025-26 onwards, extendable upto two years with 10% increase in the audit fees from fourth year, subject to satisfactory yearly performance of the firm.
3. In the event of non-performance, KMRL reserves the right to terminate the appointment of the firm by giving one months' notice. In such event no fee shall be payable to the Auditors in respect of any period subsequent to the determination and such determination shall be without prejudice to any right of action by the Company to claim damages or other relief against such default, breach or non-observance.
4. Any notice under this shall be given in writing by either party to the other and may be delivered or sent by post/courier/by hand addressed, in the case of the Company, to its Director (Finance) at the registered office and, in the case of the Auditors, to their address last known to the Company. Any such notice shall, in the case of delivery, be deemed to have been served at the time of delivery and, in the case of posting on the expiration of seventy-two hours after it has been posted by first class mail.

5. On the termination of the empanelment (for whatever reason) the Internal Auditors shall immediately deliver up to the Company any documents, papers or other written information which either belongs to the Company or relates to the Business and which came into the possession of the Auditors in the performance of their duties under this Agreement.

8. AGREEMENT EFFECTIVE DATE

The Contract shall come into effect on 01/04/2025 after acceptance of Letter of Acceptance/GeM contract order issued by KMRL.

9. DELAY AND LIQUIDATED DAMAGES

In case of delay in submission of report, penalty of Rs. 500 per day shall be levied till submission of the report.

Penalty equivalent to 10% of the quarterly billing rate will be recovered on non-deployment of the mandays per quarter.

10. PAYMENT TO THE FIRM

The audit fees as per appointment letter shall be paid on submission of signed audit quarterly reports (in hard and soft copies), production of original tax invoice and on its approval by the competent authority. TDS as per extant law shall be deducted.

Rs. 3000/- (Rupees Five Thousand only) plus GST (extra) will be paid per verification / certification assignment on completion of assignment and production of original tax invoice.

11. CURRENCY OF PAYMENT

All payments shall be made in Indian Rupees.

12. DISPUTED INVOICES

If any item or part of an item in an invoice submitted by the FIRM is contested by KMRL, then KMRL shall give prompt notice with reasons and shall not delay payment on the balance of the invoice.

13. TAXES AND DUTIES

The FIRM and their personnel shall pay such taxes, duties, fees, GST and other impositions as may be levied under the Applicable Laws, the amount of which shall be deemed to have been included in the Contract Price.

14. FORCE MAJEURE:

In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (Employer/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. **If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing.** In case of such termination, no damages shall be claimed by either party against the other, save and except those, which had occurred under any other clause of this contract prior to such termination.

15. PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE

Deleted

16. INDEMNITY:

- a) The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Employer against all claims which may be made in respect of the material for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against Employer, the Employer shall notify the bidder of the same and the bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.
- b) The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Employer whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.

17. INSOLVENCY AND BREACH OF CONTRACT:

The Employer may at any time, issue notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say:

- a) If the Contractor being an individual or a firm: -. Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c) If the contractor commits any breach of the contract not herein specifically provided for.
- d) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Employer and provided also the Contractor shall be liable to pay to the Employer any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re purchase.

18. LAWS GOVERNING THE CONTRACT:

- a) This contract shall be governed by the Laws of India for the time being in force.
- b) Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at Ernakulam from where the Award of tender has been issued.

19. ARBITRATION:

In case of any dispute or differences arising out of this contract, then the same shall be settled amicably between the parties by way of mutual discussion and negotiation. If such dispute could not be resolved within 30 days from the date of commencement of such discussions or negotiations, then the same can be referred to a Sole Arbitrator under the Arbitration and Conciliation Act, 1996 at the instance of either of the parties. Appointment of such Sole Arbitrator shall be from the panel of arbitrators maintained by KMRL. As and when Arbitration clause is invoked by either of the parties, KMRL shall provide a panel of not less than four (4) independent Arbitrators to the Contractor/Consultant/Vendor and the Contractor/Consultant/Vendor shall choose one among them who would be appointed as the Sole Arbitrator by KMRL. Seat of arbitration shall be Ernakulam, Kerala. Language of the arbitration proceedings shall be English. Award of the Sole Arbitrator shall be final and binding upon the parties .

20. CORRUPT or FRAUDULENT PRACTICES:

i. Definition

The Employer requires that the Bidders/Contractors, their designated contractors and/or their agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this policy, the Employer:

- a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to Employer, Engineer or any of their employees, influence in the procurement process or in Contract execution; and
 - ii. “fraudulent practice” means a concealment or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the

Employer of the benefits of free and open competition.

iii. Breach of any of the contract condition during execution.

- b) will reject the Tender for the Work or rescind the Contract if the Employer determines that the Bidder/Contractor has engaged in corrupt or fraudulent practices.
- c) Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- d) The successful Bidders/Contractors shall apprise the Employer through Chief Vigilance Officer, KMRL of any fraud/suspected fraud as soon as it comes to their notice.

ii. Compensation to Contractor on Rescission of contract

In the event of rescission of Contract, the Contractor shall not be entitled to any compensation whatsoever, except for the work done up to the date of rescission.

21. NON EXCLUSIVE:

KMRL on its sole discretion reserves the rights to avail the similar services from other Service Providers/ others during the Contract period.

22. EXTENSION OF CONTRACT:

The contract will be valid for a period of 3 years from the date of issuance of Contract Order/LoA or from 01.04.2025, whichever is later. Thereafter on reviewing the satisfactory performance for 3 years, the contract may be extended to further 2 years with 10% increase in the audit fees from fourth year. It will be entirely the discretion of KMRL to exercise the extension of contract or not. Validity of PBG must be extended accordingly.

23. TERMINATION OF THE CONTRACT

i. Notice to Contractor/Service Provider

If the Contractor/service provider fails to carry out any of his obligations, or if the Contractor is not executing the Works/services in accordance with the conditions in the RFP during the execution of the Contract, the Authority may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Authority may deem to be reasonable.

ii. Termination of contract Due to Contractor's Default

i. Conditions Leading to termination of Contract

The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- a) fails to comply with a notice under Sub clause 23.i above

- b) abandons or repudiates the Contract
 - c) without reasonable excuse acceptable to the Authority, fails to commence the Works/services in accordance with the Contract
 - d) sub contracts the whole of the Works or assigns the Contract without approval of the Employer
 - e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
 - f) persistently disregards instructions of the Authority or contravenes any provisions of the contract, or
 - g) fails to adhere to the agreed programme of work/service, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work/service or part thereof within time because of poor record of progress; or
 - h) In such a case, the Authority at its sole discretion may terminate only part of the contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/limited/single tender or by calling quotations, to do so at the risk and cost of the contractor.
 - i) fails to take steps to employ competent and/or additional staff and labour, or
 - j) indulges in corrupt or fraudulent practices as explained in Clause 20.
- ii. In addition, KMRL shall also have the right to terminate the contract:
- a) If the successful bidder is declared insolvent.
 - b) If the Company / partnership firm is dissolved.
 - c) If the agency or any of its Directors / partners is convicted of any criminal offence.
 - d) If Agency shall either by himself or by his servants commit or suffer to be committed any act which, in the opinion of the KMRL, whose decision in that behalf shall be final, is prejudicial to the interest or good will of KMRL.
 - e) Violation of the provisions of the Minimum Wages Act, Contract Labour (R & A) Act 1970 and other acts, rules schemes or notifications issued by the Appropriate Govt. from time to time, as applicable.
 - f) if it is found that the Contractor is blacklisted on previous occasions by any Government Institutions/ State Bodies/Municipalities/Public Sector Undertakings, etc.
 - g) Loss of property / Materials due to theft /pilferage/negligence by the staff of service provider will be recovered from the agency in case it is established that the loss is due to slackness or negligence of the staff or due to the staff being involved in such act of misconducts. Such/ Similar gross violations on duty may result in termination of the contract.
- iii. The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.
- iv. On the expiry of the contract/Agreement or any earlier termination of the contract hereof as contemplated herein, the Contractor, shall forthwith remove all its employees and such other personnel deployed in KMRL and they shall be deemed to be trespassers and on their failure to leave KMRL premises upon notice from KMRL, to that effect KMRL shall be entitled to remove them from and prevent from entering KMRL premises/sites/locations. The costs and expenses incurred by KMRL, thereof shall be borne solely by the Contractor
- v. Notwithstanding anything specified in this tender document, KMRL reserves the right to terminate this Contract prior to expiry of Contract period by giving 1 months' notice.

- vi. In the event of termination of the contract/agreement for any cause whatsoever, the successful bidder, shall not be entitled to any sum from KMRL, by way of compensation, damages or otherwise
- vii. If the contract is terminated due to fault on the part of the contractor the performance security shall be forfeited fully by encashing the bank guarantee, security deposit and the balance contract shall be got done independently without risk and cost of the failed contractor.
- viii. The failed Contractor shall be debarred from participating in the tender for providing similar services. If the failed Contractor is a JV/consortium or a partnership firm, then every member/partner of such JV/consortium or partnership firm shall be debarred from participating in the tender either in his/her individual capacity or as a partner of any other JV/consortium/partnership firm.
- ix. The Employer will be entitled to rescind the contract if the Employer determines that the Bidder / Contractor or the employees deployed by the contractor for the performance of services are engaged in corrupt or fraudulent practices or other immoral activity.
- x. The Employer will be entitled to declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract(s) if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- xi. The Contractor shall be liable to apprise the Employer through Chief Vigilance Officer or such Authorised Officer of the Employer of any fraud/suspected fraud as soon as it comes to their notice.
- xii. Payment after Termination: After termination, the Employer shall not be liable to make any further payments to the Contractor, until all the costs, damages, penalty (if any), incurred by the Employer, have been established. The Employer shall be entitled to recover from the successful bidder the extra costs, if any.

24. JURISDICTION OF COURTS

Where recourse to a Court is to be made in respect of any matter subject to suspension of work on account of arbitration, the court at Ernakulam shall have the exclusive jurisdiction to try all disputes between the parties.

APPENDIX 1

TENDER INDEX

The following tender index/check list is intended to help the bidders in submitting offer, which are complete. An incomplete offer is liable to be rejected. Bidders are advised to go through the list carefully and take necessary action.

Documents		Enclosed Yes/ No
1	Appendix 1: Tender Index	<input type="radio"/>
2	Appendix 2: Technical Proposal	<input type="radio"/>
3	Appendix 3: Company Profile/Bidder Details	<input type="radio"/>
4	Appendix 4: Compliance with technical specification and scope of work	<input type="radio"/>
5	Appendix 5: Compliance with tender terms & conditions	<input type="radio"/>
6	Appendix 6: List of Partners as on 31.12.2024 (as per eligibility criteria)	<input type="radio"/>
7	Appendix 7: Exposure of the firm in Central / State PSU/ Listed/Public Limited Company/Private company having mandatory Ind-AS applicability and annual turnover of Rs.150 crores or more of at least one year in the last five (5) financial year (as per eligibility criteria)	<input type="radio"/>
8	Appendix 8: Experience in other Audit assignments in Kerala	<input type="radio"/>
9	Appendix 9: Annual turnover as per eligibility criteria	<input type="radio"/>
10	Appendix 10: checklist for fulfillment of minimum eligibility criteria	<input type="radio"/>
11	Appendix 11: Power of Attorney	<input type="radio"/>
12	Appendix 12: Deleted	
13	Appendix 13: Deleted	
14	Appendix 14: undertaking for tender security declaration	
15	Appendix 15- Undertaking for not been blacklisted/debarred	
16	Any other relevant documents	

Place:

Date:

Name & Designation of Authorized Person

Signature:

Seal

APPENDIX 2 – Technical Proposal

(On letter-head of Firm)

To

Director Finance

Kochi Metro Rail Ltd,

Ref: Engagement of firm of Chartered Accountant/Cost Accountant for Internal audit and other assignments for the year 2025-28.

Dear Sir,

We enclose herewith the Particulars and details of the Firm, Technical bid and price bids in connection with the above assignment.

We also state as follows:

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

1. The prices quoted by us in the price bid are valid for 90 days from the date of opening of bid.

We confirm that this proposal will remain binding upon us.

2. Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.
3. We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
4. We understand that KMRL is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
5. I confirm that I have authority of.....(name of the firm) to submit the proposal and to negotiate on its behalf.
6. DECLARATION: I/We hereby confirm having read and understood the tender document including buyer added ATC, Corrigenda/Addendum and the requirements of work/supply under this tender. The information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from. I/We Agree to abide by all the terms and conditions of the tender document, in case the job is awarded to me/us. Any deviation from

tender document is clearly mentioned in Appendix 5 “Statement of deviation” of this RFP document.

Thank you

Signature of Partner with Name & Seal of the Audit firm

Date:

APPENDIX: 3

BIDDER DETAILS

No.	DETAILS	
1	Name and address of the firm (enclose address proof)	
2	Registration number of the firm	
3	Address of the Kochi branch of the firm (If different from above)	
4	Year of establishment of the firm	
5	Constitution Certificate issued by ICAI/ICMAI as on 31.12.2024 (enclose copy)	
6	Latest Empanelment certificate issued by CAG (enclose copy)	
7	GST Registration Number (enclose copy)	
8	PAN (enclose copy)	
9	Contact Person Details (Name, Mobile Number, Email ID)	
10	BANK DETAILS (Attach cheque copy) Name of Bank Name of Branch IFSC Code Account Number Address of Bank	

NB: Duly filled company profile along with cheque copy, PAN card copy and GST certificate to be scanned and uploaded as a single document

Place :

Date :

Name & Designation of Authorized Person:

Signature:

Seal:

APPENDIX 4

SCHEDULE OF COMPLIANCE WITH SCOPE OF WORK

ITEM DESCRIPTION	Complied Yes/No	Remarks
<u>As per Gem Bid document/ATC:</u> <u>Scope of work</u>		

NB: Leaving this appendix blank will be treated as Compliance to the scope of work and all tender terms & conditions

Place:

Date :

Name & Designation of Authorized Person

Signature:

Seal:

APPENDIX 5

STATEMENT OF DEVIATION FROM TENDER TERMS AND CONDITIONS

Clause No	DEVIATION IF ANY	REMARKS

NB: Leaving this appendix blank will be treated as no deviation.

Place :

Date :

Name & Designation of Authorized Person

Signature:

Seal:

APPENDIX 6

List of Partners as on 31.12.2024

Sl. No.	Name of the Partner	Membership No.	Membership Status (ACA/FCA/ACMA/FC MA)	CISA/DISA/ ISA	Date of joining the firm as partner

Place :

Date :

Name & Designation of Authorized Person

Signature:

Seal:

APPENDIX 7

Exposure of the firm in Central / State PSU/ Listed/Public Limited Company/Private company having **mandatory Ind-AS applicability and annual turnover of Rs.150 crores or more** of at least one year in the last **five (5) financial year as Internal auditors**

Sl. No.	Name of the PSU/Company	Financial Year of audit	Turnover (In Crores)	Completion date	State in which Registered Office is situated

Documents to be submitted:

- 1 Copy of Appointment letter
- 2 Copy of Signed Balance Sheet and Statement of Profit and Loss
- 3 Proof of Address of Registered Office (Company profile as per MCA website may be attached)
- 4 Proof that company is a State/ Central PSU (Company profile as per MCA website may be attached)

Place :

Date :

Name & Designation of Authorized Person

Signature:

Seal:

APPENDIX 8

Experience in other Audit assignments in Kerala

Sl. No.	Name of the PSU/Company	Financial Year of audit	Nature of Audit Assignment	State in which Registered Office is situated

Documents to be submitted:

- 1 Copy of Appointment letter
- 2 Proof of Address of Registered Office (Company profile as per MCA website may be attached)
- 3 Proof that company is a State/ Central PSU (Company profile as per MCA website may be attached)

Place :

Date :

Name & Designation of Authorized Person

Signature:

Seal:

APPENDIX 9
DETAILS OF ANNUAL TURNOVER

SI No	Financial Year	Turnover	Balance Sheet / Statement of Profit and Loss submitted – YES/NO
1	2019-20		
2	2020-21		
3	2021-22		
4	2022-23		
5	2023-24		
	Average TurnOver		

(Bidders Signature and Date)
Name of the
authorized signatory:
Name of the Bidder:
Bidders Seal

(Chartered Accountant's Signature & Date) Name of the CA:
Chartered Accountant's Seal CA Registration Number:
CA's Address:
CA's Telephone / Fax Number
UDIN no:

APPENDIX 10

CHECKLIST FOR FULFILLMENT OF MINIMUM ELIGIBILITY CRITERIA

SI No	Eligibility Criteria	Yes/No	Proof attached (Yes /No)
1	Minimum experience of 10 Years		
2	Minimum Four partners out of which at least two partner should be FCA		
3	Firm should have a Registered Office/ branch in Kochi region		
4	Average Annual Turnover of at least Rupees fifty lakh (50,00,000/-)		
5	Internal Audit in PSU /Company with turnover of Rs.150 Cr		

Place :

Date :

Name & Designation of Authorized Person:

Signature:

Seal:

Appendix 11

POWER OF ATTORNEY

(To be printed on Non-Judicial Stamp paper of appropriate value and duly notarized)

To know all men by these presents that, I, _____, holding the post of _____ and competent authority of _____ (the Bidder) do hereby constitute, appoint, authorise and nominate ----- (Name & Designation) to do all such acts, deeds and things necessary to the application in connection or incidental with the RFQ/ RFP/Tender No: _____, floated by M/s Kochi Metro Rail Limited for -----) including signing and submission of all the documents and providing necessary information/response to Kochi Metro Rail Limited and also to bid, negotiate and also to execute the contract, in case is the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between ----- (the Bidder) and Kochi Metro Rail Limited, if tender is awarded in favour of ----- (the Bidder), whichever is applicable.

We hereby agree to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of ----- (the Bidder).

IN WITNESS THEREOF, WE ---- (the Bidder as previously mentioned) have executed these presents on this ____ day of _____ at _____.

For ----- (Bidder/ Lead Member)

Competent Authority

Appendix-12

DELETED

Appendix-13

DELETED

Appendix 14

UNDERTAKING FOR TENDER SECURITY DECLARATION

(To be printed on company letter head)

To,

Kochi Metro Rail Limited,
4th Floor, JLN Stadium Metro Station,
Banerjee Road, Kaloor, Ernakulam 682017

Ref: Tender Document No: _____ dated _____

I/We, _____ (hereinafter referred as bidder), declare that:

The bidder understands that, according to terms and conditions of the bid document as referred herein above, bids must be supported by a Bid Securing Declaration.

The bidder understands and accepts that it may be disqualified from bidding in any tender/quotation with Kochi Metro Rail Limited for a period of one year from the date of notification if, the bidder is in breach of any of the following obligation(s) under the bid conditions,

- a. if the bidder resile or withdraw its proposal/tender after the bid closing date/ last date of submission of tender; OR
- b. if the bidder does not accept the correction of Tender price.

The bidder understands and accepts that it may be disqualified from bidding in any tender/quotation with Kochi Metro Rail Limited for a period of two years from the date of notification if the bidder is in breach of any obligation under the bid conditions,

- a. if, having been notified of the acceptance of its bid/tender by KMRL during the period of tender validity, the bidder

- i. fail or refuse to furnish the unconditional acceptance of Contract Order within the time limit specified in ATC document.
 - ii. fail or refuse to furnish the Security deposit/ Performance Security in accordance the ATC document.
 - iii. fail or refuse to enter into a Contract within the time limit specified in the ATC document/GeM Contract order.
- b. In case of conflict of interest as per ATC document.

For the purpose of this Bid Securing Declaration, the period of disqualification shall be from the date of resiling / withdrawal of this tender or from date of issue of GeM Contract order or from the date of such other breach, as the case may be.

The bidder understand this Bid Securing Declaration shall cease to be valid if the bidder is not the successful Bidder, upon the earlier of

- I. the receipt of your notification of the name of the successful Bidder; or
- II. Thirty days after the expiration of the validity of the bid.

For _____

Signature

Name of authorised signatory:

Designation:

(Office Seal)

APPENDIX: 15

LETTER OF UNDERTAKING

To,

GM (Procurement)

Kochi Metro Rail Ltd

This is to certify that M/S.....a reputed and certified Company/firm/Sole proprietorship firm has NOT been Black listed /Debarred / disqualified by any regulators / statutory body in India.

If it is found at any stage of the tender processing or after the award of the contract that, we are Blacklisted/Debarred/ disqualified by any organization as mentioned herein above, KMRL reserve the absolute right to take appropriate action against us, including but not limited to the termination of the award of tender or initiating legal proceedings against us.

Place:

Date:

Name & Designation of Authorized Person

Signature:

Seal