



KUDREMUKH

KIOCL Limited

(Formerly Kudremukh Iron Ore Company Limited)

(A Government of India Enterprise)

Registered Office:

II Block, Koramangala, BANGALORE-560 034

AN ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007 COMPANY

Tel : (080)-25531461-70

Fax : (080)-25630984 / 25532153

Website : www.kioclltd.in

e-mail : bfa@kioclltd.com

NOTICE INVITING BIDS

No. KIOCL/F&A/GST AUDITOR/F-437/223

Date: 31.12.2018

Sub : ENGAGEMENT OF GST AUDITOR FOR THE FY 2017-18.

- 1.0 Sealed Tenders are invited in duplicate in TWO-BID system (in three covers) for the above work.

KIOCL Ltd. invites Offer from Firms/LLPs of Chartered Accountants (CA) / Cost Accountants (CMA) for Engagement of GST Auditors. The detailed document for offer consisting Scope of work, Selection Criteria, terms & conditions and schedule of fees etc. together with **Annexure – I & II** are available at the websites www.kioclltd.in The Engagement/selection of the GST auditors shall be based on the qualifying criteria given in offer document.

2.0 SUBMISSION OF TENDER DOCUMENTS (TWO BID SYSTEM) :

Interested Firms/LLPs of CA/CMA having requisite qualifications may send their application in prescribed format in sealed envelope super scribing "Offer for Engagement of GST Auditors" so as to reach in the office of joint General Manager (Finance -I/c), KIOCL Ltd, II ND BLOCK, Koramangala, Bangalore-560034 on or before 28th January, 2019 till 5.30 PM in sealed covers as under:

- ❖ First sealed Envelope superscribed as: "Un priced "Engagement of GST Auditors" shall contain all the above tender document including all Annexure duly filled-in and relevant documents in support of your bid with official seal & signature on all pages but without any mention of rates & prices.
- ❖ Second sealed Envelope superscribed as: "Priced - "Engagement of GST Auditors" shall contain prices filled in strictly as per price Bid format (Annexure- IIIB) with official seal & signature and no other additional papers to be enclosed there in.
- ❖ Both the above envelopes should be kept in another cover and sealed and superscribed as: "Bid - "Engagement of GST Auditors" shall be

addressed to the Joint General Manager (Finance- I/c, KIOCL Ltd, II ND BLOCK, Koramangala, Bangalore-560034

- 3.0 Late / delayed tenders received after the scheduled due date and time of submission shall be rejected.
- 4.0 Bidders should ensure that they should duly sign on all the pages of this NIT and affix seal which will be treated as confirmation of acceptance of all terms and conditions in the NIT without stipulating any conditions.
- 5.0 TENDER OPENING
- 5.1 Un-priced bid will be opened on 29.01.2019 at 11.00 AM. The bidder may depute representative with authorization letter, to witness the bid opening, if it is so desired.
- 5.2 If the bid is technically acceptable, the bidder will be informed about the date and time of opening of the price bid. The bidder may accordingly depute representative with authorization letter, to witness the price bid opening, if it is so desired.

Yours faithfully
for KIOCL Limited

-sd-
(Saumen Dasgupta)
JGM (Finance)I/c

1. INTRODUCTION:

KIOCL Limited (formerly Kudremukh Iron Ore Company Limited), was incorporated on 2nd April 1976 as country's prestigious 100% Export Oriented Unit (EOU) and was originally engaged in the mining and beneficiation of low grade Magnetite ore into high grade iron ore Concentrate and export of the same. Subsequently, as per the Hon'ble Supreme Court Order, Mining operation and beneficiation at Kudremukh mine site was stopped with effect from 01.01.2006.

At present, Pelletisation and Blast Furnace Units of the Company are in operation at its Mangalore establishment. In view of the Iron Ore being sold in Karnataka only through e-auction mode as per the Hon'ble Supreme Court's Order, the input Hematite iron ore fines as raw material for the manufacture of pellets and iron ore lumps for pig iron is being procured mainly from Bailadila sector of NMDC Limited, Chhattisgarh through Road (Railway Rakes) cum Sea route. The Pellets are Exported and also sold in the DTA market. KIOCL has its offices established at New Delhi, Visakhapatnam, NMDC, Donimalai, NMDC Kirandul/Bacheli mines (Chhattisgarh State), Bangalore, Kaliapani (Orissa State) and other location across India.

2. SCOPE OF WORK:

As per the requirement of GST Act, KIOCL Ltd. is required to appoint GST Auditor for its location in Karnataka having single registration. The appointed Firms/LLPs are required to carry out GST Audit for FY 2017-18 under section 35 (5) of CGST Act, 2017 read with Rule 80 of CGST Rules, 2017, as amended from time to time, for 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.

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 KIOCL 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 Company.

3. THE SCHEDULE OF FEES WILL BE AS FOLLOWS:

- i) The Firms/LLP of Chartered Accountants (CA) /Cost Accountants (CMA) shall quote the price as per the price bid format furnished at Annexure-III-B.
- ii) Please furnish your lowest rate for GST Audit for FY 2017-18.

iii) The quoted fee should be inclusive of all out-of-pocket expenses, incidental expenses, duties etc excluding applicable GST.

4. PRICE BID EVALUATION:

- Price bid will be evaluated based on lowest rate quoted, excluding GST.

5. VALIDITY OF OFFER:

The offers shall be kept valid for 90 days from the date of opening of the offers.

6. PAYMENT:

- i) Fees will be released on submission of Bills and online submission of Audit report along with reconciliation in GSTR-9C.
- ii) Payment would be processed as per payment terms on satisfactory rendering of services after submission of invoice by the firm.

7. PRICE ESCALATION:

The price quoted by the Audit Firms/LLP shall remain firm during the period of contract and no claim for price adjustment for changes in costs shall be entertained.

8. INCOME TAX DEDUCTION AT SOURCE:

Income Tax as applicable shall be deducted towards Income Tax as per the prevailing Income Tax Rules and any amendments thereto.

9. CONTRACT PERIOD:

The Contract shall be valid for the Audit of FY 2017-18.

10. OPTION CLAUSE:

KIOCL reserves the option to re-appoint auditor for a further period two financial years on mutual consent.

11. FORCE MAJEURE

- (a) If any time during the existence of this Contract either party is unable to perform whole or in part any obligations under this Contract or delays the performance under the Contract is obstructed and/ or delayed owing to or resulting from cause or causes beyond the control of either party such

as acts of God, Strikes, go-slow, loading plant breakdown, Government edicts or rulings, war, blockade, revolution, civil commotion, riots, destruction of goods by fire or floods, or other causes, either of the party shall be relieved of the responsibility for performance of this Contract as per Para (c) of this clause to the extent to which such performance has not been achieved or has been obstructed.

- (b) In the event that such force majeure condition as specified in sub clause (a) above of this clause occurs, the party shall give prompt notice to the other party as soon as possible and then shall within 1 (one) week after occurrence of such event, furnish the other party in writing with the particulars of the relevant event and documents explaining that its performance is prevented or delayed due to cause or causes as set forth in sub clause (a) of this clause and further shall furnish at the same time at least within 2 (two) weeks after occurrence of such event the documentary evidence duly proving such force majeure condition. The party declaring a force majeure shall during the duration of such force majeure conditions use its best efforts to resume the performance of its obligations under this Contract with the least possible delay and such party shall always advise the other party of detailed progress of the event of force majeure and the prospect of settlement of such event and of the resumption of the performance of its obligations under this Contract.
- (c) Either of the party shall be relieved of the responsibility for performance of this agreement to the extent to which such performance has been obstructed and if approved by the other party, the time of delivery or performance may be postponed for the duration of time, but not longer, in which delivery or performance is prevented by any such causes or causes herein above mentioned.
- (d) In the event that the duration of the postponement of this Contract mentioned herein exceeds 1 (one) month, the other party shall have the option to cancel this agreement in respect of the undelivered portion of the performance or extend the period of delivery by mutual agreement.

12. Deliverables:

The Auditors will be required to issue Audit Report/Certificates in respect of GSTIN of the company 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.

13. 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 offers 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 **14.1**, 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 the Applications /Offers

Interested audit firm are advised to go through contents of offer documents carefully and submit attested copies of the following documents in proper sequence along with the offers 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 offers.
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. Copies of appointment order for statutory audit/ Internal Audit/ GST Consultant in PSUs (Central/ State) in evidence of experience.
5. The firm must submit a copy of audited balance sheet and P&L Account for the last three years i.e. 2015-16, 2016-17 and 2017-18.
6. Copy of PAN Card.
7. Copy of GST registration.
8. A cancelled cheque of the bank to which fee payment will be made.
9. A copy of complete offer 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.

14. Criteria for engagement of GST Auditors

14.1 Minimum Eligibility Criteria:-

ELIGIBILITY CRITERIA & TECHNICAL EVALUATION

S.No	Eligibility Criteria	Documents required
1	Bidder should be a firm/LLP of Chartered Accountants/Cost Accountants who have continuous experience of 10 years or more in fulltime practice. The cutoff date for ascertaining experience will be 31.03.2018.	Copy of Certificate of firm's registration issued by respective institutes
2	Number of partners in the firm should be not less than 5 (FCA/ACA/FCMA/ACMA)	Copy of Certificate of firm's registration issued by respective institutes
2	Turnover of the firm (Average annual turnover in the last three years ending 2017-18) at least Rs. 50 Lakh.	Audited financial in support of turnover
3	Experience of Statutory/Cost Audit assignment of Central/ State PSU/Listed Corporates other than PSU having Annual Turnover Rs.1000 crores or more.	Copy of engagement letter
5	Experience in VAT/Excise/Service Tax Audit Assignments completed in Companies during last five years by Firms/LLPs.	Copy of engagement letter

Note:

- For qualifying Technical Evaluation, a bidder has to meet minimum specified eligible criteria in all the categories.

- Technical bid of only those bidders will be evaluated whose Eligibility Criteria Documents are found in order.
- During evaluation of the bids, KIOCL may at its discretion ask the Bidders for clarification of their bids, if required.
- Detailed technical evaluation will be carried out based on the Technical Bid along with all documentary evidence as mentioned above.
- KIOCL reserves all rights to accept or reject any or all bids without assigning any reason thereof.
- The Financial Bids of the Techno-commercially qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and Venue, to be intimated to the Techno-commercially qualified bidders.
- If there is a discrepancy between words and figures, the figures written in words shall prevail.

14.2 Price bid of technically acceptable bidder shall be opened and work shall be awarded on the lowest price bidder.

15. Terms and Conditions:

- i. Engagement of Firms/LLPs of Chartered Accountants/Cost Accountants for appointment as GST auditor shall remain valid for Financial Year 2017-18.
- ii. The Company reserves the right to accept / reject any or all the offers without assigning any reason whatsoever therefore.
- iii. 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 authorised person of applicant Firms/LLPs.
- iv. 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**.
- v. All the pages of this offer document and documents submitted along-with the offer shall have to be authenticated by the authorised signatory of the applicant Firms/LLPs along with the Firms/LLPs seal.
- vi. The offer should be submitted strictly as per the terms and conditions laid down in the document. The offer in the Prescribed Format along with all

enclosures/documents shall be submitted in physical form to the following address:

**The Jt. General Manager (Finance- I/c,
KIOCL Ltd. II ND Block, Koramangala,
Bangalore-560034
Contact No.Tel: 080 – 2553 1461
Fax: 080 – 25630984/25532153
Mobile :09108043869**

vii. Application documents consisting all the documents placed on website duly sealed and signed are to be submitted as a token of acceptance of all terms and conditions. Envelope must be sealed and super scribed mentioning “**Invitation of Offers for tender for Engagement of GST Auditors for the FY 2017-18**”. The name and address of the Firms/LLPs must be indicated on the body of the envelope.

16. 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 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.

17. Debarring Provisions:

The Audit Firms/LLP will be debarred from getting, the GST audit or any other assignments of KIOCL 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 appointment letter.
- iii. If the Firms/LLPs fails to maintain/honour confidentiality and secrecy of the Company's data.

18. TERMINATION OF CONTRACT:

- a) KIOCL may terminate the Contract to which these terms apply if:
 - (i) The Audit Firms/LLP commits any material or persistent breach of his/her obligations under the Contract; or
 - (ii) The Audit Firms/LLP becomes insolvent; or
 - (iii) KIOCL exercises its discretion to terminate the services under Force Majeure clause 12.0 hereof.
- b) Termination shall be effected by written Notice served on the Audit Firms/LLP and will take effect on any date as far as possible not less than thirty days from the date of delivery of such Notice. The Termination will be without prejudice to either party's rights accrued before Termination.
- c) In case the Audit Firms/LLP seeks for termination of the contract, a three months notice period to be given.

19. LAWS GOVERNING THE AGREEMENT:

The Agreement shall be subject to Indian Laws, Rules and Regulations, notifications etc. issued under such laws.

20. COURT JURISDICTION / ARBITRATION:

- a) If, at any time, any question, dispute or difference of whatsoever nature arises between KIOCL and the Audit Firms/LLP upon or in relation to or in connection with the Contract, either party may, forthwith give to the other notice in writing of the such existence of question, dispute or difference, and the same shall be referred to arbitration by a sole arbitrator to be appointed by Chairman-cum-Managing Director of KIOCL or any person acting in such capacity.

- b) Where the arbitrator withdraws from his office for any reason or otherwise the arbitrator is substituted, the Arbitral Proceedings shall continue from that stage onwards and either hearing shall not be repeated.
- c) The language to be used in the Arbitral Proceedings shall be English. The award of the Arbitrator shall be final, conclusive and binding on the parties.
- d) The provisions of Arbitration & Conciliation Act 1996 and rules there under in force shall be applicable to the Contract.
- e) The venue of arbitration proceedings shall be only Bangalore, Karnataka State, India.
- f) Only Courts in Bangalore shall have jurisdiction regarding the matters related to the arbitration.

21. CONFIDENTIALITY:

The Audit Firms/LLP shall keep all the information shared with him as confidential and shall not disclose the same under any circumstances to any one, without obtaining written consent from KIOCL.

- 22.** KIOCL reserves the right to accept or to reject any or all the offers received, at its discretion, without assigning any reason thereof.

23. FRAUD PREVENTION POLICY OF KIOCL

Every one may take a note that a “Fraud Prevention Policy” is being followed at KIOCL, which provides a system for prevention detection / reporting of any fraud. It also forbid everyone from involvement in any fraudulent activity and that where any fraudulent activity is suspected by anyone, the matter must be reported to the ‘Nodal Officer’ (Chief Vigilance Officer) as soon as he / she comes to know of any fraud or suspected fraud.

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	Membershi p No.	Membership status ACA/FCA/AC MA/ FCMA	Date of joining of the firm as partner	Respective page no of the document

6.Details of Experience in manufacturing Sector: -

Sl. No	Name of the Company/Unit	Year of Audit	PSU/Listed	Type of Audit – VAT/SERVICE TAX/CENTRAL EXCISE AUDIIT	Page No

7	PAN No. of the firm:-		Page No.
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8	GST Registration No:-		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 / Engagement as GST Auditors.

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

Annexure-II

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

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

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

ANNEXURE-III-A**Un- Price Bid Format**

Sl. No	Scope	Payment Terms	Amount (in Rs.)	Amount (in Rs)
1	GST Audit for FY 2017-18 as mentioned at Scope of Work	Lump sum fee	Rs. Quoted	Rs. Quoted
			In words: Quoted	In words: Quoted
Total				

In words: RupeesQUOTED..... only.

Note:

- The rate quoted above shall be firm throughout the Contract period and is not subject to escalation of any kind whatsoever.
- The quoted fee should be inclusive of all out-of-pocket expenses, incidental expenses, duties etc. (other than GST).

I hereby confirm acceptance of above

Date:

Authorized Signatory

PRICE BID FORMAT

Sub : ENGAGEMENT OF GST AUDITOR.

No. KIOCL/F&A/GST AUDITOR/F-437/223

Date: 31.12.2018

(To be submitted in Separate Sealed Cover-2)

Sl. No	Scope	Payment Terms	Amount (in Rs.)	Amount (in Rs)
1	GST Audit for FY 2017-18 as mentioned at Scope of Work	Lump sum fee	Rs.	Rs.
			In words:	In words:
Total				

In words: Rupees only.

Note:

- The rate quoted above shall be firm throughout the Contract period and is not subject to escalation of any kind whatsoever.
- The quoted fee should be inclusive of all out-of-pocket expenses, incidental expenses, duties etc. (other than GST).

I hereby confirm acceptance of above

Date:

Authorized Signatory