

**Request for Proposal (RFP)**

**For**

**Being considered for the**

**Appointment of Audit firm for Internal Audit of**

**Canara Robeco Mutual Fund,**

**Canara Robeco Asset Management Company Limited and**

**Other Related Assignments**

**Canara Robeco Asset Management Company Ltd.**

**15<sup>h</sup> day of February 2022**

**Important Note:** Applications in response to this RFP are invited to carry out a preliminary evaluation to assess the suitability of the applicants to take up the assignment based on our internal norms and accordingly, to shortlist the audit firms not exceeding five for the purpose of moving to the second phase of technical and commercial bidding process.

### Disclaimer

The information contained in this RFP document or information provided subsequently to applicants whether verbally or in documentary form by or on behalf of Canara Robeco Asset Management Company Limited (CRAMC), is provided to the applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by CRAMC to any parties other than the applicants who are qualified to submit the applications as per the eligibility conditions (“practicing Chartered Accountant Firms”). The purpose of this RFP is to provide the applicant(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each applicant may require. Each applicant firm should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP. CRAMC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updation, expansion, revision and amendment. It does not purport to contain all the information that an Applicant may require. CRAMC does not undertake to provide any applicant with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent. CRAMC reserves the right or discretion to change, modify, add or alter any or all of the provisions of this RFP document and / or the selection process, without assigning any reasons, whatsoever. Such change will be intimated to all applicants. Any information contained in this RFP document will be superseded by any later written information on the same subject made available to all recipients by CRAMC.

CRAMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

CRAMC reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of CRAMC shall be final, conclusive and binding on all the parties.

**Canara Robeco Asset Management Company Ltd****Appointment of Audit firm for conducting Internal Audit****1. Invitation for appointment**

- 1.1. Canara Robeco Asset Management Company Ltd (CIN: U65990MH1993PLC071003) a company incorporated under the Companies Act 1956 having its Registered and Corporate Office at 4<sup>th</sup> Floor, Construction House, No.5. Walchand Hirachand Marg, Ballard Estate, Mumbai 40001, hereinafter referred to as "The Company" invites applications in the prescribed format (Attached as **Annexure-II**) from practicing Chartered Accountant Firms in India who are willing to take up the following assignments:
- a) Internal Audit of the Live and Redeemed schemes of Canara Robeco Mutual Fund (CRMF), Trust accounts, Custodians, Fund Accountants and Registrar & Transfer Agent with emphasis on compliance and reporting requirements of SEBI guidelines / circulars and AMFI best practices circulars issued from time to time;
  - b) Internal audit of Canara Robeco Asset Management Company Limited to ensure the compliance with applicable provisions of the Company Law as well as other statutory compliance, timely payments and timely filing of returns etc.
  - c) You are required to refer to and take into account the covenants contained in the "Technical Guide on Internal Audit of Mutual Funds" w.r.t. Coverage and methodology of the audit. The scope of Audit in the proposal shall cover the ambit set out in **Annexure – I** hereto... The audit scope shall also mention sampling methodology, periodicity of various reports and the areas where there will be 100% check.

**Important Note:** Based on our internal norms, audit firms not exceeding five will be shortlisted for the purpose of technical and commercial bidding process.

**1.2 Due Diligence**

The Applicant is expected to examine all instructions, forms, terms and specifications in this RFP. Application shall be deemed to have been done after careful study and examination of this RFP with full understanding of its implications. The Application should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of Application not responsive to this RFP in every respect will be at the applicant's risk and may result in rejection of the Application.

**1.3 Cost of Participation**

The applicant shall bear all costs associated with the preparation and submission of its Application and CRAMC/CRMF, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the selection process.

#### 1.4 Clarification of RFP Documents

A prospective Applicant requiring any clarification on this RFP may contact CRAMC in writing by E-mail at [s.r.ramaraj@canararobeco.com](mailto:s.r.ramaraj@canararobeco.com)/[sunil.rao@canararobeco.com](mailto:sunil.rao@canararobeco.com). CRAMC shall respond in writing by E-Mail to any request for clarification of the application documents, from the prospective applicants, which it receives not later than 22.02.2022. Further CRAMC will respond by E-Mail, to all clarifications, without identifying the source of the inquiry. CRAMC shall not be responsible for any external agency delays.

#### 1.5 Amendment of RFP Document

CRAMC reserves the sole right for including any addendum to this entire selection process. The applicants shall not claim as a right for requiring CRAMC to do the aforesaid.

- a) At any time before the deadline for submission of proposals, CRAMC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective applicants, modify this RFP Document.
- b) All applicants who have responded to this RFP shall be notified of the amendment in writing by e-mail, fax, or post, and all such amendments shall be binding on them.
- c) If required, in order to allow prospective applicants reasonable time in which to take the amendment into account in preparing their applications, CRAMC, reserves the rights to extend the deadline for the submission of applications. However, no request from the applicant, shall be binding on CRAMC for the same

#### 1.6 The hard copy of the application duly signed and stamped along with supporting documents should be submitted in a sealed cover to the following address:

**The Chief Executive Officer,  
Canara Robeco Asset Management Company Ltd,  
4th Floor, Construction House,  
No.5, Walchand Hirachand Marg,  
Ballard Estate, Mumbai 40001.**

and sent by postal service/courier/hand delivery duly superscribing the envelope **“Application for appointment of Internal Auditors - Financial Year 2022-23.”**

#### 1.7 The proposed appointment would be for one financial year (i.e. from April 01, 2022 to March 31, 2023) and shall be renewed for a further period subject to review by CRAMC.

#### 1.8 Last date for submission of the applications with all relevant documents in a closed cover is 28<sup>th</sup> February 2022 by 6.00 PM. Applications received thereafter shall not be considered.

#### 1.9 Mere submission of application does not, in any way, constitute guarantee for award of any audit assignment by the Company.

1.10 The Company reserves the sole right to shortlist and award the assignments based on specified criteria and subject to approval of the appointment by Competent Authority.

## 2 Information Required

2.1 Mandatory information to be submitted on the letterhead of the firm to be eligible for Conducting Internal Audit of Canara Robeco Mutual Fund and Canara Robeco Asset Management Company for financial year 2022-23, is as under:

Sr.No.	Particulars	Details
<b>Basic Data</b>		
1.	Name of the CA Firm	
2.	Address of Head Office Number of Branch Offices (Specially mention the office address, Partner and other details of the contact person in Mumbai office)	
3.	Constitution	
4.	Date of Establishment	
5.	Registration Number of the firm with ICAI	
6.	Details of Peer Review, if any	
7.	Whether any disciplinary action by ICAI including professional Misconduct instituted/ pending against your firm or any partner (if "Yes" give details) and provide details of action taken against the firm/partner.  Provide details of any action taken by bank/ credit financial institution because of defaults etc.	
8.	Whether the Firm or any partner has ever been debarred by ICAI/RBI/CAG, if yes, details:  Regn.No. Name of the partner Brief reasons for debarment	
9.	Whether Registered/ empanelled with RBI/ CAG/SEBI, if yes give the details	

10.	Whether your firm had or is presently having any kind of professional/business association directly with Canara Bank, Orix Corporation (Japan) or Robeco Groep NV (Netherlands) or any of their associates in India or elsewhere, which is likely to result in conflict with the proposed assignment under this RFP?																										
11.	<p>Manpower (Nos)</p> <p>A) Qualified Professionals:</p> <p style="margin-left: 40px;">(i) Partners _____</p> <p style="margin-left: 80px;">(Partners deployed for Mutual Fund in Mumbai)</p> <p style="margin-left: 40px;">(ii) Others _____</p> <p style="margin-left: 80px;">(Deployed for Mutual Fund in Mumbai)</p> <p>B) Articles: _____</p> <p style="margin-left: 80px;">(Deployed for Mutual Fund in Mumbai)</p> <p>C) Partner/ Staff with DISA/ CISA qualification</p>																										
12.	Brief profile of partners in the following manner)																										
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 20%;">Name/ Qualification</th> <th style="width: 25%;">ICAI Membership &amp; Date of Certificate of practice</th> <th style="width: 15%;">Whether DISA / CISA</th> <th style="width: 15%;">Whether FCA or ACA</th> <th style="width: 25%;">Mobile No.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name/ Qualification	ICAI Membership & Date of Certificate of practice	Whether DISA / CISA	Whether FCA or ACA	Mobile No.																				
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13.	Past Experience of Concurrent / Internal/ Statutory Audit of Mutual Fund house																										
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14. Please provide details of all current assignments being handled in the Mutual Fund & AMC industry in the following format, including the form of co-operation with the internal audit team, if any, of the fund houses. Each assignment to be disclosed distinctly and clearly.

Name of the Fund/AMC	Nature of Assignment ( e.g. Statutory Audit of Schemes/AMC, Internal Audit of Schemes/AMC)	Latest Average AUM	% of Total industry AUM under each assignment (e.g. Under Statutory Audit of Schemes/AMC, Internal Audit of Schemes/AMC)

### **3. Documents to be submitted with the application**

CA firms shall submit the following documents along with the application.

- i) Mandatory information as per point No. 2.1 above
- ii) Copies of certificate of experience and conduct of audit assignment etc., in relation to similar assignment performed elsewhere, if any.
- iii) Copies of Registration Certificate issued to the firm by ICAI.
- iv) Copy of constitution Certificate issued by ICAI.
- v) Registration/empanelment certificate/letter issued by RBI/CAG/SEBI.
- vi) Internal audit scope along with sampling criteria for various areas of control
- vii) Letter of confirmation regarding non-disqualification of Audit Firm as per Annexure - III

### **4 General Conditions**

i.	No communication will be sent by the CRAMC and no correspondence will be entertained in respect of firms, which are not being selected.
ii.	The selected Firm, on receiving the offer letter from CRAMC, shall submit the hard copies of Letter of acceptance of terms and conditions, undertaking letter, and Undertaking of Fidelity and Secrecy (Formats will be shared with the selected firm).
iii.	The assignment should be carried out in a professional manner and in case of any misconduct & negligence; CRAMC is free to report the matter to ICAI/ SEBI/RBI under the guidelines from time to time. This will be in addition to the disengagement from the assignment.
iv.	All the necessary certificates including quarterly, half-yearly, annual closing of Books of Accounts that need to be given by audit firm as a part of the respective assignment shall be given on its letterhead without any additional certification fee.
v.	By virtue of the engagement, the successful applicant's team may have access to business information of CRAMC. CRAMC shall at all times have the sole ownership of and the right to use, all such data in perpetuity in the course of performing the Service(s) under the

	Engagement.
vi.	Appointment of Audit Firms shall be purely at discretion of CRAMC and no rights whatsoever accrue to the firm for such appointment.
vii.	The selected audit firm will have to stick to the following deadlines: <ul style="list-style-type: none"> <li>- Submit monthly reports by the 15th of the succeeding month</li> <li>- Submit Quarterly reports by the 28th of the first month of the succeeding quarter</li> <li>- Registrar &amp; Transfer agents are to be audited half yearly, for September report audit should start from August and reports to be submitted by 7<sup>th</sup> November &amp; for March should start from February and the reports to be submitted by 7<sup>th</sup> of May.</li> </ul>
viii.	Apart from the assignments mentioned, the selected audit firm is also expected to provide its input and understanding of all SEBI and AMFI circulars issued from time to time and provide guidance to CRAMC for operational implementation of the same. Such inputs and assistance should be provided in the minimum possible time post issuance of such circulars. CRAMC shall monitor the performance of audit firm closely. CRAMC reserves the right to terminate the assignment, without assigning any reason. In case of termination of assignment, the remuneration for the incomplete month and the residual period of the engagement shall not be payable by CRAMC.
ix.	The audit firm shall adhere to the audit coverage strictly as per the scope as may be decided by CRAMC from time to time.
x.	CRAMC reserves the right to seek views from the entities with whom the firm is/has been/was associated as Auditors.
xi.	The firm shall not sub-contract without the express permission from CRAMC, part of the audit work assigned to any outside firm or other persons even though such persons are qualified chartered accountants.
xii.	Any other terms and conditions of the assignment would be decided by CRAMC on a case-to-case basis.

## **5. Tenure of Audit Assignment**

The appointment of the selected internal audit firm shall be initially for a period of one financial year. The term may be extended, solely at the discretion of CRAMC on satisfactory review by the competent authority.

## **6. Important information about audit fees**

- a. No travelling allowance/ halting allowance shall be paid to the audit firms for carrying out the assignment. However, Service Tax, and applicable statutory levies such as Swatch Bharat Cess, Krishi Kalyan Cess shall be paid as applicable from time to time in addition to basic fees. Out of station travelling and hotel expenses, if any, will be reimbursed at actuals. Other out of pocket expenses will be at actuals subject to a ceiling of Rs.12, 500/- per quarter.
- b. Payment to the auditors shall be subject to deduction of tax at source at appropriate rates then applicable.

- c. All necessary certificates that need to be given as part of audit assignment shall be given by the audit firm without any additional certification fee.
- d. The Audit fees once fixed shall remain unchanged throughout the tenure of the Auditor, except in case of revision in the scope of audit. CRAMC's decision will be final in this regard.

## **7. Conduct and Performance Monitoring**

- a. CRAMC shall designate one of its senior officers as a single point contact for coordinating the audit assignment.
- b. CRAMC shall provide the auditor with requisite initial information of its activities and further support to conduct audit.
- c. CRAMC reserves its right to review the appointment at any point of time and if necessary, to cancel the appointment by giving 7 days written notice. In case of termination of assignment, the remuneration for the incomplete month and the residual period of engagement shall not be payable by CRAMC.
- d. In case the firm fails to report serious omissions/ commissions/ non-compliance etc., CRAMC reserves right to report the matter to ICAI / SEBI/ RBI, which may result in appropriate action. Such firms will not be eligible for assignment of audit work with CRAMC for next five years.
- e. The Auditors are expected to provide an executive summary of observations along with every audit report and submit the same to the Chief Executive Officer.
- f. The account-handling partner of the firm is expected to attend the Audit Committee of the Board of CRAMC and CRMF when their respective items are put up for consideration.
- g. The Board may would like to separately interact with the Auditors at their discretion without the presence of AMC management.
- h. The Auditors are expected to strictly abide by the Directions of the Board as advised from time to time. Further, the scope of audit as defined in this document is indicative and is subject to revision/ modification/ alteration/ addition with the approval of the competent authority of the company.

## **8. Representations and Warranties**

- a. That the Applicant is a Partnership firm/LLP which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated hereunder, the financial

wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by CRAMC.

- b. That the Applicant is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) under this Engagement.
- c. That the representations made by the Applicant in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Engagement and the RFP Documents and unless CRAMC specifies to the contrary, the Applicant shall be bound by all the terms of the RFP.
- d. That the Applicant has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the application and this Engagement.
- e. That the Applicant shall use such assets of CRAMC as CRAMC may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The Applicant shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- vi. That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/products free from all claims, titles, interests and liens thereon and shall keep CRAMC, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- vii. That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct throughout the term of the Engagement.
- viii. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- ix. That there are – (a) no legal proceedings pending or threatened against Applicant or any of its partners or its team which adversely affect/may affect performance under this Engagement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Applicant or any of its Partners or its team members by any statutory or regulatory or investigative agencies.
- x. That the Applicant has the corporate power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Engagement.
- xi. That all conditions precedent under the Engagement have been complied.
- xii. That neither the execution and delivery by the Applicant of the Engagement nor the Applicant's compliance with or performance of the terms and provisions of the Engagement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Applicant (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or

provisions of, or constitute a default under any agreement, contract or instrument to which the Applicant is a party or by which it or any of its property or assets is bound or to which it may be subject.

**9 Confidentiality**

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Engagement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties agree to execute Confidentiality Agreement prior to finalization of Engagement and shall abide by the terms and conditions of confidentiality as contained therein.

**10 Governing Law**

The Engagement shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Engagement.

**11 Jurisdiction of Courts**

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to the Engagement. These provisions shall survive the Engagement.

**12 Time Limit for the Commencement of Work**

Time limit for commencement of work shall be mutually decided at the time of award of Engagement.

**Annexure I**  
**Scope of Internal Audit**

**Part I: Mutual Fund**

1. Following is the scope of internal audit of – Mutual Fund Schemes

**1.1 Review of Front Office and Dealing Room Activities:**

- a. Review of broker empanelment.
- b. Review of business with brokers.
- c. Review of composition of Investment committee and Risk Management Committee.
- d. Review of the asset allocation in line with the scheme information document.
- e. Review of Inter Scheme transfers and documentation thereof.
- f. Review of compliance on periodical review of call recordings for submission to the Board of Directors of Trustee Company as required by SEBI.
- g. Review of compliance on the SEBI Circular on unauthenticated market related news/rumors as per SEBI Circular issued in March 2011.
- h. Review of process for inclusion of new issuer/security in the universe.
- i. Review of Dealing Rooms.
- j. Review of call recordings Sample basis.
- k. Review of investments by the schemes in structured obligations.

**1.2 Review of Fund Accounting and Mutual Fund Operations:**

- a. Review of NAV Computation based on Monthly samples.
- b. Review of brokerage and transaction cost for securities transactions.
- c. Review of process of reporting of change in Base TER and upload daily TER. (100%)
- d. Review of Declaration of NAVs on AMC and AMFI website. (Monthly Samples).
- e. Review of Statutory payments.
- f. Review of scheme related expense accruals, allocation, accounting, and adherence to the SEBI Regulations.
- g. Review of AMC's investment in the schemes of Mutual Fund. (Monthly Samples)
- h. Accrual and payment of funds for AMFI Investor Education Fund.
- i. Review of Borrowings.
- j. Review of disclosure of debt and money market transactions on Mutual Fund website and AMFI Website. (Monthly Samples).

- k. Review of Bank Reconciliation.
- l. Reconciliation of investment holding.
- m. Review of delivery instructions for purchase or sale.
- n. Review of corporate action and its communications.
- o. Review of submission of transactions in secondary market to SEBI by custodian.
- p. 100% check of the monthly B-30 accrual & clawback computation along with the B-30 Trail forecast for the next 12 months. Monthly report to be received before 20<sup>th</sup> of every month for the previous month.

### **1.3 Review of Compliance Activities:**

- a. Review of investment restrictions.
- b. Review of compliances and reports filed with SEBI.
- c. Review of Advertisements by the Mutual Fund.
- d. Review of transactions in securities by access and Designated employees in line with the Internal personal trading policy.
- e. Composition of Trustee/Board (2/3 independent trustees and 50% independent AMC Directors).
- f. Review of Stress testing in accordance with SEBI Circulars dated in the year 2015 and 2020.
- g. Review of outlier trades.
- h. Review of NISM /AMFI Certification for employees engaged in Sales and/or distribution Mutual Fund products.
- i. Review record date for declaration of dividend.
- j. Review withheld Distributor's commission for incomplete KYCs.
- k. Review of product related documents.
- l. Review of SID, SAI and KIM.

Complete compliance review of the schemes of the Fund in accordance with the requirements of the Securities and Exchange Board of India (Mutual Fund) Regulations, 1996 and amendments thereto, as applicable (the "SEBI Regulations") and circulars issued by SEBI from time to time.

### **1.4 Review of Custodian Operations:**

- a. Review of delivery instruction for purchase and sale.
- b. Review of Corporate Action and its communications. (Monthly sample)
- c. Review of submission of transactions in secondary market to SEBI by custodian.

**Part II: AMC**

2. Following are the scope for the internal audit of CRAMC:

2.1 Review of operations of AMC:

- a. Accounting System
- b. Review of Expenses (including apex & Capex)
- c. Review of Income
- d. Review of Investments
- e. Review of Fixed Assets including the proper maintenance of the Fixed Assets Register
- f. Review of Trail Balances
- g. Review of Reconciliations
- h. Review of compliance with Statutory Dues
- i. Review Net worth of AMC
- j. Review SEBI compliance with relation to Restrictions on investment of AMC & its Obligations.
- k. Review of cash balance.
- l. Compliance to SEBI regulations relating to "skin in the game circular head"
- m. Verification of mutual fund unit's allotment as per the SEBI circular on alignment of interest of Key Employees of AMC.

## 2.2 Compliance Report w.r.t

- a. Various provisions of SEBI regulations applicable to Asset Management Company
- b. Detailed compliance to various provisions and statutes of Companies Act, 2013
- c. GST and other statutory dues payments and their reporting

## 2.3 Compliance Report on Companies ACT, 2013

- a. Verification of compliance with the provisions of and limited to Companies ACT, 2013.

### **Part III: Other Trustee Account:**

## 3. Following are the scope for the internal audit of General Administration Department:

- a. Review of Erstwhile Unitholders Account:
- b. Review of Investor Education Account:
- c. Review of General Administration Department including Master Dividend Account.

### Scope:

- Review of the Accounting System
- Review of Investor Education Expense (IEA) (100% verification of expenses for the adherence to the SEBI regulations, Board approved guidelines for utilization of Investor Education fund, SEBI Letter to AMFI SEBI/HO/IMD2/OW/P/27647/2019 dated October 29, 2019)
- Review of Expenses, Income, Investments, reconciliations, Trial balance
- Review of compliance of all statutory reporting and dues
- Compliance to provisions of SEBI (Mutual Fund) Regulations, 1996, writ SEBI and AMFI best practice circulars on unclaimed redemption and dividend amounts and other circulars wrt
  - Management fees
  - Details of compliance to latest SEBI circulars relating to unclaimed redemption and dividend amounts.
- Reporting of investments, statutory dues paid quarterly positional statement of the unclaimed redemptions & unclaimed dividends account.

**Part IV: Scope of Risk Management System**

## 4. Review of Risk Management System

- i. Review of Recommendation mandated by SEBI.
- ii. Recommended best Practices.
- iii. Specific Risk Management Measure.

## 4.1 Fund Management Risk

## 4.2 Operations Risk

## 4.3 Customer Service Risk

## 4.4 Sales and Marketing Risk

## 4.5 Other Business Risk

## Scope:

- a. Review of Recommended best practice and Industry practice.
- b. Review of Recommended best practice and Industry practice.

**Part V: Regulation 18 compliance report to Trustees**

## 5. Review of Regulation 18

5.1 Quarterly Compliance review of Regulation 18 of SEBI (Mutual Fund) Regulation, 1996.

**Part VI: Annual Review of RMF Circular of SEBI**

**Annexure-II****FORMAT FOR APPLICATION FOR APPOINTMENT OF AUDIT FIRM (on the letterhead of the firm)**

Ref. No.

Date:

To,

The Chief Executive Officer,  
Canara Robeco Asset Management Company Ltd  
4<sup>th</sup> Floor, Construction House,  
No.5 Watchband Harahan Marg,  
Ballard Estate, Mumbai 400061

**Sub: Providing Preliminary Information for appointment of Internal Auditor for  
Canara Robeco Mutual Fund and Canara Robeco Asset Management Company Ltd for  
The financial year 2022-23**

**Dear Sir,**

In respect of the appointment of internal Auditor for Canara Robeco Mutual Fund and Canara Robeco Asset Management Company Limited, please find enclosed our response to your RFP dated ...

Having examined the RFP document and the Scope, Eligibility Criteria and other terms and conditions as stipulated therein, we, the undersigned, hereby state that we are in conformity with the specified requirements and would like to offer to provide the Services as defined and described in the RFP, on the terms and conditions mentioned in the RFP Document .

1. We certify that all the information and representations furnished herewith are true, correct, valid and subsisting in every respect and can be supported with relevant documents of proof on demand by CRAMC.
2. We are submitting the application for preliminary evaluation and appointment of our firm for the internal audit assignments with regards to Canara Robeco Asset Management Company Ltd and Canara Robeco Mutual Fund and other incidental assignments along with the audit scope.
3. We agree and undertake that if our firm is short listed for technical and commercial bidding, we shall comply with the same.
4. If the assignment is awarded to our firm, we agree and undertake to provide the Services comprised in the scope within the timeframe specified, starting from the date of receipt of notification of award from CRAMC.
5. We agree and undertake to abide by the terms and conditions, provisions, stipulations and covenants from time to time and it shall remain binding upon us and may be accepted at any any time before the expiration of that period.

6. We understand that you are not bound to accept our request for participation in the process or not bound to accept our proposals that you may receive, or give any reason for rejection of any application. We also agree and confirm that we will not claim any expenses incurred by us in preparing and submitting this proposal.
7. We are also aware that CRAMC has also right to re-issue / re-commence the selection process, to which we do not have right to object and have no reservation in this regard; the decision of CRAMC in this regard shall be final, conclusive and binding upon us.
8. The entire set of documents, information about our firm, and clients etc. are enclosed hereto and shall form part of this application.
9. We enclose herewith our firm's profile (as per the prescribed format attached) for your perusal.
10. I/we hereby declare that neither I nor any of our partners/ members of my/ their families (family will include besides spouse, children, parents, brothers, sisters or any of them who are wholly or mainly dependent on the Chartered Accountants) or the firm/Company in which I am/they are partners/directors have been declared as willful defaulter by any bank / financial institution.
11. I/We hereby confirm that I/We am/are not disqualified/ineligible for appointment as internal auditor of the Canara Robeco Mutual Fund and / or Canara Robeco Asset Management Company under any regulations.
12. I/We further declare and confirm that if the assignment were awarded to me/us, it would not result in any conflict of interest with either CRAMC or its Employees, CRMF or its trustees, Associates or Group entities as contemplated under the SEBI Regulations or any other Statute for the time being in force.

I / We confirm that the information furnished here are true to the best of my knowledge.

Thanking you,

**Yours faithfully,  
For Chartered Accountants  
Partner**

**Encl: As above**

NOTE:

- 1) All mandatory information requested for as per point No. 2.1 of the RFP should be submitted.
- 2) Incomplete applications and / or applications not in format may be rejected without any further reference.

**Annexure-III**

**Letter of confirmation regarding non-disqualification of Audit Firm (to be submitted on letterhead)**

**Ref. No.****Date:**

**To,  
The Chief Executive Officer,  
Canara Robeco Asset Management Company Ltd  
4<sup>th</sup> Floor, Construction House,  
No.5 Walchand Hirachand Marg, Ballard Estate,  
Mumbai 400001.**

Dear Sir,

With reference to your letter No. \_\_\_\_\_ dated \_\_\_\_\_, I/we confirm as follows:-

- i) I am/ any of our partners is not an officer/employee of your company.
- ii) I am/ any of our partners is not a partner or in employment of any office or employee of your company.
- iii) I am/ any of our partners or Associates firms or sister concern or Branch office, is not assigned with Statutory Audit of your company.
- iv) I am/ We are not otherwise disqualified to accept the audit in terms of Sections 141 and 145 of the Companies Act 2013 read with rule 10 of the Companies (audit & auditors Rules) 2014.
- v) I/ We also confirm that I am/we are full time practicing chartered accountants and am/are not employed elsewhere and do not have any other business interest.
- vi) I/ We also confirm that I/ we will not be disqualified during the course of audit for any of the reasons mentioned above.
- vii) I/ We undertake not to subcontract the audit work assigned to me/us to any outsider without the express consent from CRAMC.

Yours faithfully,

(Chartered Accountants)  
Name of Signatory &  
Rubber Stamp

