

Revised Request for Proposal

For

**Appointment of Audit firm for Statutory Audit of Live Schemes
and other allied assignments of Canara Robeco Mutual Fund**

Canara Robeco Asset Management Company Ltd.

27th November 2023

Disclaimer

The information contained in this Request for Proposal (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 in 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 Bidder 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 the provisions of this RFP document and / or the selection process, without assigning any reasons, whatsoever. Such a 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 Any information contained in this RFP document will be superseded by any later written information on the same subject made available to all recipients by CRAMC.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 reserves the right to reject any or all expressions 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 Statutory Audit of Live Schemes and other allied assignments of Canara Robeco Mutual Fund.****1. Invitation for appointment**

- 1.1. Canara Robeco Asset Management Company Ltd (CRAMC) (CIN: U65990MH1993PLC071003), a company incorporated under the Companies Act 1956 having its Registered and Corporate Office on the 4th 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 per **Annexure-I**) along with fee quote from practicing Chartered Accountant Firms in India **with current experience of handling Statutory Audit assignments of Mutual Fund Schemes** and are willing to take up the following assignments for the Live Schemes of Canara Robeco Mutual Fund (CRMF):

Sl. No.	Assignments
1	Statutory Audit of Live Schemes of Canara Robeco Mutual Fund
2	Verification and proof reading of the Annual Abridged Financials of the Schemes of Canara Robeco Mutual Fund for the year ending 31 March
3	Proof reading of the Half Yearly Unaudited Financials and disclosures of the Schemes of Canara Robeco Mutual Fund for the half years ended 30th September and 31st March respectively.
4	Certification of voting rights exercised by Canara Robeco Asset Management Company Limited during the year in Companies where the Fund has investments and issue of certificate.
5	Certification of Compliance with AMFI best practice guidelines circular on distribution cost / commission payout for the year and issue of certificate.
6	Annual Review of the Valuation Policy and issue of certificate to the Board of Directors of the Company
7	Certification of half yearly compliance with the provisions of the SEBI circular on pool accounts for the half year ended 30 th September & 31 st March respectively

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 g.hoskote@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 **04th December 2023**. 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

- a) CRAMC reserves the sole right to include any addendum to this entire selection process. The applicants shall not claim as a right for requiring CRAMC to do the aforesaid.
- b) At any time before the deadline for submission of offers, CRAMC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective applicants, modify this RFP Document.
- c) All applicants who have received 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.
- d) If required, to allow prospective applicants reasonable time in which to take the amendment into account in preparing their applications, CRAMC reserves the right 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 and fee quote should reach in a sealed cover to the following address: **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 Statutory Auditors – Financial years 2024-2025 to 2028-2029."**

- 1.7 The proposed appointment would be for a period of **five financial years (i.e., from April 01, 2024, to March 31, 2029)** and shall be subject to an annual review by CRAMC.

- 1.8 The last date for submission of applications with all relevant documents along with fee quote in a closed envelope is on or before **08th December 2023 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 from 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 Eligibility Criteria and Information Required

2.1 In order to be eligible for appointment, the Audit Firm would need to have Statutory Audit Assignment of Mutual Fund Schemes of atleast ONE Mutual Fund client. For reckoning the minimum number, new assignments that are due to commence from 01st April 2024 would also be taken into consideration. Supporting documentary evidence in respect of the assignments being handled currently and continuing beyond 01st April 2024, and new ones commencing from 01st April 2024 will need to be enclosed with this RFP.

- 2.2 Mandatory information to be submitted on the letter head of the firm to be eligible for conducting Statutory Audit of Live Schemes of Canara Robeco Mutual Fund for the five financial year period from 2024-2025 till 2028-2029 is as under:

Sr.No	Particulars	Details
Basic Data		
1.	Name of the Chartered Accountant 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 or NFRA in respect of any 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 on account of defaults etc.	

8.	Whether the Firm or any partner has ever been debarred by ICAI/RBI/CAG/SEBI/NFRA, if yes, please provide details: Regn. No. Name of the partner Brief reasons for debarment	
9.	Whether the Firm or any partner has ever been investigated by any of the law enforcement agencies in India or abroad? If yes, please provide details.	
10.	Whether Registered/empaneled with RBI/CAG/SEBI, if yes give the details	
11.	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?	
12.	<p>Manpower (Nos)</p> <p>A) Qualified Professionals:</p> <p>(i) Partners _____</p> <p>(Partners deployed for Mutual Fund in Mumbai)</p> <p>(ii) Others _____</p> <p>(Deployed for Mutual Fund in Mumbai)</p> <p>B) Articles: _____</p> <p>(Deployed for Mutual Fund in Mumbai)</p> <p>C) Partner/ Staff with DISA/ CISA qualification</p>	

13.	Brief profile of partners in the following manner)				
	Name/ Qualification	ICAI Membership & Date of Certificate of practice	Whether DISA / CISA	Whether FCA or ACA	Mobile No.

14.	Prior experience of Audit of Mutual Fund Schemes				
	Name of The Fund House/	Nature of Assignment (Statutory/ Concurrent/ Internal/ SEBI Inspection)	Year of Assignment	(AUM of the Fund in which assignment was handled)	Staff deployed

15.	Please provide details of all current assignments (other than those mentioned above) being handled in the Mutual Fund industry in the following format. Each assignment is to be disclosed distinctly and clearly. (Please restrict the information to be provided only to Mutual Funds)			
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Name of the Fund/AMC	Nature of Assignment (e.g. Statutory/Internal Audit of Schemes/AMC)	Latest Average AUM	% of Total industry AUM under each assignment (eg. Under Statutory/Internal Audit of Schemes/AMC)

3 Evaluation of Firm for appointment of audit assignments:

- 3.1 The application shall be received as under:
- a) Audit Firm shall send its request for proposal (RFP) (in the format prescribed at **Annexure-I below containing information sought as per serial No. 2.2 above**) through hard copy; and
 - b) Audit Firm shall also submit composite fee Quote for the assignments mentioned in the section No. 1.1 of “invitation of appointment” along with the request for proposal (RFP). The fee quote should be in the format that is annexed to Annexure I of this RFP. If selected, the invoices must be raised separately for each activity showing the fee break up charged for each.
- 3.2 The Audit/ CA firm will be evaluated based on the following parameters:
- i) Mandatory Information as mentioned above.
 - ii) Preference will be given to Audit firm having office in Mumbai.
 - iii) Experience of carrying out assignments for Mutual Fund houses having adequate assets under management, number of clients and assets under management currently being handled under Statutory Audit of Mutual Fund Schemes.
 - iv) Weightage will be given to firms where the partners themselves have relevant audit experience with adequate experienced / qualified staff in the relevant field.
 - v) Amount of the fee quoted by the Audit Firm for the respective Assignments, as part of their application.
- 3.3 Merely submitting the RFP and the required information along with fee quote shall not automatically entitle the firm for appointment.
- 3.4 The Company reserves the right to cancel any or all the offers without assigning any reason whatsoever.

4 Documents to be submitted with the application.

Chartered Accountant firms shall submit the following documents along with the application.

- i) Mandatory information as per point No. 2.2 above and format given in this document – (Application for Appointment of Audit Firm).
- 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) Letter of confirmation regarding non-disqualification of Audit Firm as per Annexure III

5 General Conditions

i.	No communication will be sent by CRAMC, and no correspondence will be entertained in respect of firms, which are not being considered for the assignment.
ii.	The selected Firm, on receiving the offer letter from CRAMC, should submit the hard copies of Letter of acceptance of terms and conditions, undertaking letter, and Undertaking of Fidelity and Secrecy, as furnished in Annexure II, III, and IV respectively .
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/NFRA under relevant 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 always have the sole ownership of and the right to use, all such data in perpetuity during the selected audit firm 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"> - Complete the Statutory Audit of all Schemes of the CRMF and submit the Audited Financial Statements of the Schemes of the financial year along with the draft auditor reports within 20 calendar days of the close of the financial year to the Audit Committees and the Boards of the AMC/Trustees in the meetings to be held in the month of April every year. - Submit the certification of verification and proof reading of the Annual Abridged Financials of the financial year within 3 months of the close of the financial year. - All other certificates to be submitted atleast 10 calendar days before the Board meetings in which the certificates are to be placed.
viii.	Apart from the assignments mentioned in this RFP 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 input and assistance should be provided in the minimum possible time post issuance of such circulars.
ix.	CRAMC shall monitor the performance of the 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 residual period of the engagement shall not be payable by CRAMC.
x.	The audit firm shall adhere to the audit coverage strictly as per the scope as may be decided by CRAMC from time to time.
xi.	CRAMC reserves the right to seek views from the entities with whom the firm is/has been/was associated as Auditors.
xii.	The firm shall not sub-contract without the express permission of CRAMC, part of the audit work assigned to any outside firm or other persons even though such persons are qualified chartered accountants.

xiii.	Any other terms and conditions of the assignment would be decided by CRAMC on a case-to-case basis.
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6 Tenure of Audit Assignment

The appointment of the selected statutory audit firm shall be for a period of five financial years commencing from 01st April 2024 and conclude with the presentation of the audited financials and completion of allied assignments as mentioned in this RFP for the financial year 2028-2029. The performance of the Audit Firm shall be subject to an annual review by the Management and the Boards of CRAMC and CRMF. CRAMC reserves the right to terminate the appointment at any point in time without assigning any reasons.

7 Payment of fee

- 7.1 The audit fee would be decided based upon the quote received from the Audit Firm selected for the Audit Assignment, as part of this application and assignment shall be awarded accordingly.
- 7.2 No travelling allowance/ halting allowance shall be paid to the audit firm for carrying out the assignment. However, applicable statutory levies forming part of the invoices shall be paid as applicable from time to time in addition to basic fees. Out-of-pocket expenses shall be reimbursed at actuals subject to a cap of 10% of the Statutory Audit Fees. Out of station travelling and hotel expenses incurred in connection with the Statutory Audit assignment will be reimbursed at actuals.
- 7.3 Payment to the auditors shall be subject to deduction of tax at source at appropriate rates then applicable.
- 7.4 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.
- 7.5 **The Audit fees, once fixed as per the RFP quote, will be payable on a per Financial Year basis, and shall remain unchanged for the first three financial years of the five-year tenure of appointment. Fees for the remaining two years of the tenure shall be mutually agreed on and fixed by the Board of Trustees at the end of the third financial year. In the event of a change in scope of Audit, the fee may be re-negotiated subject to CRAMC's decision being final.**

8. Conduct and Performance Monitoring

- 8.1 CRAMC shall designate one of its senior officers as a Nodal Officer who will be a single point of contact for coordinating the audit assignment.
- 8.2 CRAMC shall provide the auditor with requisite initial information of its activities and further support to conduct audit.
- 8.3 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 residual period of engagement shall not be payable by CRAMC.

- 8.4 In case the firm fails to report serious omissions/ commissions/ noncompliance etc., CRAMC Reserves the right to report the matter to ICAI / SEBI/ RBI /NFRA which may result in appropriate action. Such firms will not be eligible for assignment of audit work with CRAMC for the next five years.
- 8.5 The Auditors are expected to provide an executive summary of observations and a Power point presentation of the same to the Management to be presented to the Board.
- 8.6 The engagement partner of the firm is expected to attend the Audit Committee of the Board of CRAMC and CRMF when the audit items are put up for consideration.
- 8.7 The Board may also like to separately interact with the Auditors at their discretion without the presence of AMC management.
- 8.8 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.

9 Representations and Warranties

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. That the Applicant shall use such property 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 through 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 with.
- 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.

10 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 the Confidentiality Agreement prior to finalization of Engagement and shall abide by the terms and conditions of confidentiality as contained therein.

11 Governing Law

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

12 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.

13 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**FORMAT FOR APPLICATION FOR APPOINTMENT OF AUDIT FIRM (on the letter head of the firm)**

Ref. No.

Date:

To,

The Chief Operating Officer,
Canara Robeco Asset Management Company Ltd
4th Floor, Construction House,
No.5 Walchand Hirachand Marg,
Ballard Estate, Mumbai 400061

Sub: Application for participating in the RFP for appointment of Statutory Auditor to undertake the Statutory Audit and allied assignments of the Live Schemes of Canara Robeco Mutual Fund for five financial years 2024-2025 to 2028-2029

Dear Sir,

In respect of the appointment of Statutory Auditor for Live Schemes of Canara Robeco Mutual Fund, please find enclosed our response to your RFP dated 27th November 2023.

1. 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, on the terms and conditions mentioned in the RFP Document for the sum / price indicated as per quotation submitted along with the RFP as desired by you.
2. 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.
3. We are submitting the application for appointment of our firm for the following Statutory Audit assignments pertaining to the Live Schemes of Canara Robeco Mutual Fund:

Sl. No.	Assignments
1	Statutory Audit of Live Schemes of the Fund
2	Verification and proof reading of the Annual Abridged Financials of the Schemes for the year ending 31 March
3	Proof reading of the Half Yearly Unaudited Financials and disclosures of the Schemes of Canara Robeco Mutual Fund for the half years ended 30th September and 31st March respectively.
4	Certification of voting rights exercised by Canara Robeco Asset Management Company Limited during the year in Companies where the Fund has investments and issue of certificate.
5	Certification of Compliance with AMFI best practice guidelines circular on distribution cost / commission payout for the year and issue of certificate.

6	Annual Review of the Valuation Policy and issue of certificate to the Board of Directors of the Company
7	Certification of half yearly compliance with the provisions of the SEBI circular on pool accounts for the half year ended 30 th September & 31 st March respectively

4. We agree and undertake that if our proposal is accepted, we shall 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 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/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 Statutory auditor of the Canara Robeco Mutual Fund under any regulations.
- I / We confirm that the information furnished here is true to the best of my/our knowledge.

Thanking you,

**Yours faithfully,
For Chartered Accountants
Partner**

NOTE:

- 1) All mandatory information requested for as per point No. 2.2 of the RFP should be submitted.
- 2) Incomplete applications and / or applications not in format may be rejected without any further reference.
- 3) The applications should be submitted in the prescribed format by Hard Copy, within the time limits mentioned in the Invitation for appointment.
- 4) The firms not fulfilling the minimum eligibility criteria are not eligible for appointment.

FORMAT FOR QUOTE FOR AUDIT FEE FORMING PART OF ANNEXURE I
(To be submitted along with the RFP)

Ref. No.

Date:

To,
The Chief Operating Officer,
Canara Robeco Asset Management Company Ltd
4th Floor, Construction House,
No.5 Walchand Hirachand Marg, Ballard Estate,
Mumbai 400001.

Fee Quote for the Statutory Audit and allied assignments of Live Schemes of Canara Robeco Mutual Fund for the financial years 2024-2025 till 2026-2027

Dear Sir,

In continuation of our application for appointment of our firm for the Statutory audit assignment of your Mutual Fund Schemes and other allied assignments, we quote our professional fee as under:

Sl No.	Particulars of Assignment	Composite all-inclusive Fee for all assignments per Financial Year which will remain constant for the first three financial years of the five years period
1	Statutory Audit of Live Schemes of the Mutual Fund	
2	Verification and proof reading of the Annual Abridged Financials of the Schemes for the year ending 31 March	
3	Proof reading of the Half Yearly Unaudited Financials and disclosures of the Schemes of Canara Robeco Mutual Fund for the half years ended 30th September and 31st March respectively.	
4	Certification of voting rights exercised by Canara Robeco Asset Management Company Limited during the year in Companies where the Fund has investments and issue of certificate.	

5	Certification of Compliance with AMFI best practice guidelines circular on distribution cost / commission payout for the year and issue of certificate.	
6	Annual Review of the Valuation Policy and issue of certificate to the Board of Directors of the Company	
7	Certification of half yearly compliance with the provisions of the SEBI circular on pool accounts for the half year ended 30 th September & 31 st March respectively	

Thanking you,

**Yours faithfully,
For Chartered Accountants
Partner**

Annexure-II

(Proforma Letter of acceptance to be obtained on firm's Letter head in the event of selection as the Statutory Auditor)

Ref. No.

Date:

To,
The Chief Operating Officer,
Canara Robeco Asset Management Company Ltd
4th Floor, Construction House,
No.5 Walchand Hirachand Marg, Ballard Estate,
Mumbai 400001.

Dear Sir,

Sub: Statutory Audit of Live Schemes of Canara Robeco Mutual Fund and other allied assignments for the financial years 2024-2025 till 2028-2029

With reference to your letter No. _____ dated _____ on the subject matter, we do hereby convey our acceptance to undertake the above-mentioned Statutory Audit and allied assignments of your Mutual Fund Schemes on the terms and conditions of the engagement letter to be exchanged between us.

As desired by you, we send herewith the Declaration of **Fidelity and Secrecy and Declaration regarding non-disqualification** etc., in the enclosed proforma.

Yours faithfully,
(Chartered Accountants)
Name of Signatory &
Rubber Stamp.

Encl: as above.

Annexure-III**Letter of confirmation regarding non-disqualification of Audit Firm (to be submitted on letter head)**

Ref. No.

Date:

To,
The Chief Operating Officer,
Canara Robeco Asset Management Company Ltd
4th 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 a partner or in employment of any office or employee of your company.
- ii) I am/ Any of our partners or Associates firms or sister concern or Branch office, is not assigned with Statutory Audit of your company.
- iii) I am/ We are not otherwise disqualified to accept the audit in terms of various provisions of law governing this assignment.
- iv) 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.
- v) I/ We also confirm that I/ we will not be disqualified during the course of audit for any of the reasons mentioned above.
- vi) I/ We undertake not to subcontract the audit work assigned to me/us to any outsider.

Yours faithfully,

(Chartered Accountants)
Name of Signatory &
Rubber Stamp.

ANNEXURE IV**Declaration of Fidelity and Secrecy (to be submitted on letter head)**

I/We, _____ in the capacity of _____ do hereby declare that I/ we will faithfully, truly and to the best of my/ our skill and ability execute and perform the duties required of me/us as Statutory Auditor of Schemes of Canara Robeco Mutual Fund and which properly relate to the office of position in the said Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund held by me/ us.

I/ We further declare that I/ we will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the affairs of Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund or the affairs of any person having any dealing with Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund, nor will I/ we allow any such person to inspect or have access to any books or documents belonging to or in the possession of Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund and relating to the business of Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund or to the business of any person having any dealing with Canara Robeco Asset Management Company Ltd/Canara Robeco Mutual Fund.

Yours faithfully,

(Chartered Accountants)
Name of Signatory &
Rubber Stamp.