

जोखिम आधारित आंतरिक लेखा परीक्षा में  
आईआईएफसीएल की सहायता के लिए सीए फर्म की नियुक्ति हेतू  
प्रस्ताव का आमंत्रण



**India Infrastructure Finance Company Ltd.**  
A Govt. of India Enterprise  
An ISO 9001:2015 Certified Company

इंडिया इन्फ्रास्ट्रक्चर फ़ाइनेंस कंपनी लिमिटेड  
वैबसाइट - <http://www.iifcl.in>

CIN: U67190DL2006GO1144520

निविदा संख्या IIFCL/IAD/Proc/2024-25/01 दिनांक 15/04/2024

इस निविदा दस्तावेज के जवाब में बोलीदाताओं द्वारा प्रदान की गई जानकारी आईआईएफसीएल की संपत्ति बन जाएगी और वापस नहीं की जाएगी। आईआईएफसीएल को इस निविदा दस्तावेज को संशोधित करने, रद्द करने या पुनः जारी करने का अधिकार है। निविदा दस्तावेज़ तथा सभी संशोधनों से बोलिकर्ताओं को अवगत कराया जाएगा तथा उक्त संशोधन बोलिकर्ताओं के लिए बाध्यकारी होंगे।

(यह दस्तावेज आईआईएफसीएल की संपत्ति है। आईआईएफसीएल के लिखित अनुमति के बिना, इसे किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा द्वारा कॉपी, वितरित या रिकॉर्ड नहीं किया जा सकता है, सिवाय इसके उद्देश्य के लिए आईआईएफसीएल को जवाब देने हेतू। इस दस्तावेज़ की सामग्री का उपयोग, यहां निर्दिष्ट उद्देश्य के लिए अधिकृत कर्मियों / एजेंसियों के द्वारा किया जाना भी सख्ती से प्रतिबंधित है और ऐसा किए जाने पर कॉपीराइट उल्लंघन का कारण होगा एवं भारतीय कानून के तहत दंडनीय होगा।)



RFP for Engagement of CA Firm to assist IIFCL in RBIA

## Request for Proposal (RFP)

For

### Engagement of CA Firm to Assist IIFCL in Risk Based Internal Audit (RBIA)



India Infrastructure Finance Company Ltd.

A Govt. of India Enterprise

An ISO 9001:2015 Certified Company

(Registered with RBI w.e.f 9th September 2013 vide Certificate of Registration no. DNBS.ND. No.1222/Regn. New/04 17 004/2013 - 14)

Regd. Office : 5<sup>th</sup> Floor, Plate A & B, Tower 2, NBCC Centre, East Kidwai Nagar, Delhi - 110023

Phone : +91-11-24662777, Fax : +91-11-20815125, 20815117

Website: [www.iifcl.in](http://www.iifcl.in)

CIN : U67190DL2006GO1144520

**Tender No. IIFCL/IAD/Proc/2024-25/01 Dated 15/04/2024**

THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF IIFCL AND WILL NOT BE RETURNED. IIFCL RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM.

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**Critical Information – Summary**

- 1) The RFP is published on IIFCL website [www.iifcl.in](http://www.iifcl.in) and [GeM Portal](#). IIFCL reserves the right to change the RFP requirements. However, any such changes will be posted on IIFCL web site.
- 2) Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 3) Any clarifications from bidder resulting in any change in requirement shall be posted on IIFCL website. Hence, before submitting bids, bidder must ensure that such clarifications / changes have been considered by them. IIFCL will not have any responsibility in case some omission is done by any bidder.
- 4) In case of any clarification required by IIFCL to assist in the examination, evaluation and comparison of bids, IIFCL may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.
- 5) Please note that all the information required as per the bidding document needs to be provided. Incomplete information in these areas may lead to non-selection.
- 6) **Modification and/ Or Withdrawal of Bids:**  
Bids once submitted will be treated as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder.
- 7) IIFCL has the right to reject any or all tenders received/this bidding process without assigning any reason whatsoever.

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## **Disclaimer**

*“The information contained in this Request for Proposal (RFP) document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of India Infrastructure Finance Company Limited (IIFCL) is provided to the bidder(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 neither an offer nor an invitation to offer by IIFCL. This RFP is to invite proposals from applicants who are qualified to submit the bids (“Bidders”). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of their proposals (“Bids”). This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own cost without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. IIFCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy as to the accuracy, reliability or completeness of this RFP.*

*The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment. IIFCL does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP document or to correct any inaccuracies if any therein, which may become apparent. IIFCL reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/ or bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of IIFCL. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/ accessible to Bidder(s) by IIFCL.*

*Information provided by IIFCL in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, IIFCL also does not accept liability of any nature whether from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.*

*IIFCL reserves right to reject any or all the Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any losses/ injury that Bidder might suffer due to such reason. The decision of IIFCL shall be final, conclusive and binding to all the Bidders/ parties directly or indirectly connected with the bidding process.”*

**1. Tender Summary**

Table 1 -

Sr. No.	Tender No. <i>IIFCL/IAD/Proc/2024-25/01</i> <b>Dated</b> 10/04/2024	
1	<i>Purpose</i>	Engaging an Independent CA firm to assist IIFCL in Risk Based Internal Audit (RBIA) of IIFCL for FY 2024-25.
2	<i>Tender Fee to IIFCL</i>	Rs. 5,000/- (Rupees Five Thousand Only) (Non-refundable)
3	<i>Earnest Money Deposit (EMD)</i>	Rs. 20,000/- (Rupees Twenty Thousand Only)
4	<i>Submission of Tender Fee &amp; EMD Amount (Total Rs. 25,000/-)(Rupees Twenty Five Thousand Only)</i>	<b>Account Name</b> – India Infrastructure Finance Company Limited <b>Bank</b> – IDBI Bank <b>A/c No.</b> – 011102000073352 <b>IFSC</b> – IBKL0000011  <b>UTR No. to be mentioned in the Bid mandatorily.</b>
5	<i>Refund of EMD</i>	The EMD of unsuccessful bidders will be returned without any interest within 30 (thirty) days of announcement of successful bidder on IIFCL website. EMD of successful bidder will be kept as performance security & the amount would be reduced from the performance security amount to be submitted.
6	<i>Submission of Performance Security</i>	The successful bidder on receipt of a letter of appointment from IIFCL shall furnish a bank guarantee, by way of performance security, equivalent to 10% (ten per cent) of the total contract value/bid value, within 15 (fifteen) days from notification of award or date of Letter of Appointment, earlier of two.
7	<i>Publishing of Bid Documents</i>	IIFCL Website and GeM Portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> )
8	<i>Bid Submission</i>	As per the process specified in this RFP
9	<i>Language</i>	Bids must be submitted in English only
10	<i>Bid Validity</i>	Bids must remain valid for evaluation up to 180 (One Hundred & Eighty) days from the last date of Submission of the Bid.
11	<i>Bid Currency</i>	Currency in which the Bidder may quote the price and will receive payment is INR only.
12	<i>Bid Submission Start Date</i>	16 /04/ 2024

		(date of issuing/publishing the tender/RFP on GeM Portal)
13	<i>Last date for receipt of written queries for clarification from Bidders</i>	23 /04/ 2024
14	<i>Last Date of Submission of Bids</i>	30/ 04/ 2024
15	<i>Tenure of Contract</i>	01 Year from signing of contract or submission of final report /deliverables as per this RFP.
16	<i>Deputation of Team</i>	<b>All the resources to be deployed at IIFCL on regular basis.</b>
17	<i>Estimated cost of Assignment</i>	<b>Approx. Rs. 16,00,000/-</b>
18	<i>Venue Date and Time of opening of Technical Bids.</i>	01/05/2024, At Govt. E Marketplace Portal / <a href="https://gem.gov.in">GeM Portal (https://gem.gov.in)</a>
19	<i>Venue, Date and Time of opening of Financial Bids.</i>	Will be communicated through GeM portal to Technically Qualified Bidders.
20	<u><i>Contact Persons</i></u>	
	<b>Name &amp; Designation</b>	<b>Phone</b>
	Mr. Rajeev Kumar Gupta, Deputy General Manager	011-24662636
	Mr. Dnyaneshwar Phad, Deputy Manager	011-24662773
		<b>Email</b>
		<a href="mailto:rajeev.gupta@iifcl.in">rajeev.gupta@iifcl.in</a>
		<a href="mailto:dnyaneshwar.phad@iifcl.in">dnyaneshwar.phad@iifcl.in</a>

**Note:**

1. IIFCL reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on IIFCL's website and GeM portal.
2. The bid awarded under this RFP document is not transferable.
3. If a holiday is declared on the dates mentioned above, the bid shall be opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.



## **2. Definitions**

- (a) "**Employer**" means IIFCL who invited bids for the tasks and to whom the successful bidder shall provide services to as per the terms and conditions of the contract.
- (b) "**Applicant/Bidder**" means any independent CA/cost accountant firm enrolled with ICAI & ICWA respectively.
- (c) "**Successful Bidder**" means any independent CA/ cost accountant firm that may provide the Services to the Employer under the contract, after its selection.
- (d) "**Contract or Agreement**" means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP for this assignment.
- (e) "**Day**" means Calendar Day.
- (f) "**Terms and Conditions**" means the document, which provides bidder with all information needed to prepare their proposals.
- (g) "**Personnel**" means professionals and support staff provided by the bidder and assigned to perform the services or any part thereof;
- (h) "**Proposal/Bid**" means the technical proposal and the financial proposal submitted through e-tendering process.
- (i) "**Responsive Proposal**" means a proposal that conforms to all the eligibility and terms and conditions of the RFP without any material deviation.
- (j) "**RFP/ Invitation**" means the Request for Proposal prepared by the Employer for the selection of Independent CA firm.
- (k) "**Assignment/Job/Services**" means the work to be performed by the selected/successful bidder pursuant to the contract.

### **3. Introduction**

IIFCL is a Government of India Enterprise company set up in 2006 to provide long-term finance to viable infrastructure projects through the Scheme for Financing Viable Infrastructure Projects through a Special Purpose Vehicle called India Infrastructure Finance Company Ltd (IIFCL), broadly referred to as SIFTI.

IIFCL is engaged in providing long term financial assistance to commercially viable infrastructure projects with overriding priority to Public Private Partnership (PPP) projects. The sectors eligible for financial assistance from IIFCL are as per the Harmonized list of infrastructure sub-sectors as approved by the Government and RBI and as amended from time to time. These broadly include transportation, energy, water, sanitation, and communication, social and commercial infrastructure. IIFCL has been registered as a NBFCND-SI-IFC with RBI since September 2013.

For further details about IIFCL, bidders may visit IIFCL's website (<https://www.iifcl.in>)

### **4. Purpose of RFP**

To select experienced professional firm/Limited Liability Partnership (LLP) of Chartered Accountants/Cost Accountants, to assist IIFCL in Risk Based Internal Audit (RBIA) of IIFCL for period 01<sup>st</sup> April 2024 to 31<sup>st</sup> March 2025 as per scope given in this RFP (**Annexure I**).

If due to any reasons the selected Bidder does not take up the assignment or does not depute required resources within specified timeline, the assignment will be offered to the next Bidder as per the Ranking Matrix.

### **5. Scope of Work**

IIFCL has shifted from the present Internal Audit System to Risk Based Internal Audit (RBIA) and its implementation from the Financial Year 2022-23 as per RBI directions vide circular no. *DoS.CO.PPG./SEC.05/11.01.005/2020-21* dated February 03, 2021. Risk Based Internal Audit Policy & Manual along with checklist has been prepared by IIFCL wherein Risks have been assessed/identified for all the Auditable activities. (Thus, the selected bidder is required to assist IIFCL to carry out Risk Based Internal Audit considering the Risks factors & corresponding checkpoints as available in RBIA manual). Thus, the successful bidder is required to assist IIFCL to carry out Risk Based Internal Audit of the operations of IIFCL considering the Risks factors and corresponding checkpoints as available in RBIA manual for various departments at IIFCL for the period 1<sup>st</sup> Apr 2024 to 31<sup>st</sup> Mar 2025. Detailed scope of work is given at **Annexure I**.

### **5.1 Team Composition**

IIFCL being a lending Non-Banking Financial Institution, the Bidder must ensure that adequately skilled & experienced Chartered Accountants/Cost Accountants are deployed with IIFCL to assist IIFCL in Risk Based Internal Audit of IIFCL. The selected Bidder should ensure that well qualified and experienced team is deputed for this assignment and the team is led by a well-qualified & experienced Team Leader who has been personally involved in similar assignments in the past. The selected bidder must depute a suitable team for completion of the assignment in the stated timelines. The team must specifically consist of the following Persons/subject matter experts. Also, CVs of all the resources to be deployed at IIFCL needs to be submitted along with the Tender Document for Technical Bid.

- a. (i) One Chartered Accountant (CA) with minimum 5 years of experience  
(ii) One Chartered Accountant (CA) /Cost Accountant with minimum **5 years** of experience.
- b. (i) One IPCC final Article Assistant.  
(ii) Two IPCC final Article Assistant /Cost Accountant Inter (both group) qualified Article Assistant.

### **5.2 Deputation of Resources:**

1. IIFCL expects all the Key Personnel specified in the Proposal to be available during implementation of the Assignment at IIFCL's office at Delhi.
2. IIFCL will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Audit firm and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of IIFCL.
3. The bidder should specifically note that substitution of the Team Leader will not normally be considered during the assignment and it may lead to disqualification of the bidder or termination of the Contract.
4. **The team is required to be deputed at IIFCL premises on full time basis and must be available as per IIFCL's office working days/timing.**
5. IIFCL may take decision of finalization of suitable team of selected bidder.
6. The responsibility of the assignment shall rest with the selected Bidder only.

### **6. Tender Methodology**

- i. The tender methodology adopted is "Two Bid System" i.e., Technical Proposal and Financial Proposal through GeM Portal.
- ii. The bidder shall bear all the costs associated with the preparation and submission of the bid and IIFCL will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- iii. Bids sent by courier, fax or e-mail will not be considered for evaluation.

- iv. Bids submitted without EMD will not be considered for evaluation.
- v. Procurement Policy on Micro and Small Enterprises (MSEs):
  - a. IIFCL follows the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
  - b. The MSEs under the above provisions would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD).
  - c. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of registration as per the provisions of the above policy.

## **7. Proposal**

Bidders may submit bid/proposal for the assignment as per the terms of this RFP. Bidders should ensure that separate technical and financial proposals are submitted for the assignment proposed to be conducted.

In preparing their proposals, bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of proposal/bid.

### **7.1 Eligibility Criteria**

Proposals/bids of only those bidders who satisfy the eligibility criteria will be considered for evaluation process. In case the bidder applies without satisfying all the Eligibility Criteria, the bid/proposal will be rejected without assigning any reason whatsoever. The bidder is expected to provide proof for each of the points for eligibility. Any credential detail not accompanied by requisite proof documents will not be considered for evaluation. IIFCL may accept or reject a bid without assigning any reason what so ever. The decision of IIFCL would be final and binding on all the Bidders to this document.

The bidders must fulfil the following eligibility criteria:

- (i) The bidder should be a partnership firm of Chartered Accountants/ Cost Accountant with minimum 5 (five) partners of which at least 3 (three) partners should be FCA(s)/FCMA(s) - *The details of each partner including experience, qualification etc., and their Registration Number to be furnished as documentary proof.*
- (ii) The bidder should be registered with ICAI/ICWA – *Bidder to furnish proof of valid registration/ Certificate of Practice from the Institute of chartered Accountants of India (ICAI)/ICWA.*
- (iii) At least 3 (two) partners of the bidder should have a continuous association with the firm of a minimum of 5 (three) years. – *ICAI/ICWA record*
- (iv) The bidder must have successfully completed at least 5 Audit assignments in the capacity of Internal Auditor/**Risk Based Internal Audit**/Concurrent Auditor/Statutory Auditor in Public/Private Sector Banks/Financial Institutions/PSUs/Infrastructure Financing Company in the last 5 years - *LOI/*

*Contract for the assignment (including the scope of work undertaken) and Work Completion Certificate or Bank statements reflecting the receipt of assignment fee during the period of the assignment to be furnished.*

- (v) The bidder must be an Indian Firm/Indian Citizen.
- (vi) The bidder must have office in Delhi/NCR – Bidder to furnish address proof in form of electricity bill, telephone bill etc.
- (vii) The bidder should have annual revenue of at least Rs. 2.5 crores in any three of the previous five financial years starting from FY 2018-19. However, the bidder should not have turnover below Rs. 2 crores in any of previous five financial years starting from FY 2018-19.

## 7.2 **Technical Proposal**

- i. The bidder should meet the eligibility criteria to be considered for Technical evaluation.
- ii. Bidders are required to submit a Technical Proposal (TP) including the information indicative in the following paragraph from (a) to (c). Submission of wrong type of Technical Proposal will result in the proposal being rejected.
  - a. **Annexure II** is a sample cover letter which is to be submitted along with the technical proposal.
  - b. The Bidder shall furnish as part of the technical Proposal, **Annexure III** (Format reflecting project experience) and other requisite documents establishing the technical eligibility and required for evaluating technical bid/proposal as per table given at Clause 7.1.
  - c. A certificate cum declaration relating to "Conflict of Interest" as per format given at **Annexure IV** is to be furnished.
  - d. Integrity Pact as per format **Annexure V** is required to be furnished.
  - e. Bank details should be furnished by bidder as per **Annexure VI**.
- iii. The technical Proposal shall not include any financial information. Technical Proposal containing financial information may be rejected.

*The applicants are required to **upload** entire set of documents required under Technical Proposal and documents establishing the technical qualification to perform the assignment to be submitted on GeM portal.*

## 7.3 **Financial Proposal**

- i. The Firm should be technically eligible to be considered for evaluation of “Financial Proposal”.
- ii. The Financial Proposal shall be prepared using the prescribed form given in **Annexure VII**. It shall take into account all expenses and all costs associated with the Assignment, including remuneration for professional staff and reimbursable

expenses excluding taxes, duties & statutory levies such as goods & service tax etc.

iii. *The estimated Financial Proposal may be approx. Rs. 16,00,000/-.*

*The applicants are required to **upload** entire set of documents required under Financial Proposal and documents establishing the financial qualification to perform the assignment to be submitted on GeM portal.*

## **8. Receipt and Opening of Bid**

The evaluation by IIFCL will be undertaken by an evaluation committee formed by IIFCL. The decision of the evaluation committee shall be final.

The evaluation will be a three-phase process:

- Phase 1 – Technical Bid Evaluation (including eligibility evaluation)
- Phase 2 – Financial Bid Evaluation
- Phase 3 - Techno-Financial Evaluation

On receipt, the technical bid will be opened on technical bid opening date and subsequently, shall be evaluated by IIFCL's evaluation committee. The bid will be examined by IIFCL to determine whether the same is complete and whether required EMD has been furnished. A bid determined as not substantially responsive will be rejected. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid. Financial Bid of technically eligible bidders will be opened and evaluated by the above committee. The details of date, time and place of opening of bids are mentioned in the Tender Summary (Table 1). It shall also be notified separately on the website of IIFCL as well as Govt. e-procurement /GeM portal.

## **9. Evaluation of Bid:**

Bids shall be evaluated as per the evaluation criteria given below:

### **i. Technical Feasibility/Evaluation:**

Detailed technical evaluation by the evaluation committee of IIFCL will include, scrutiny of technical information submitted. The bidder will demonstrate/ substantiate all claims made in the technical bid to the satisfaction of IIFCL.

The evaluation committee shall evaluate the technical bid on the basis of bidder's responsiveness and by applying the evaluation criteria and sub-criteria as given below:

	<b>Description</b>	<b>Allocation of Marks</b>	<b>Maximum Marks</b>
<b>A.</b>	<b>PAST EXPERIENCE</b>		

**RFP for Engagement of CA Firm to assist IIFCL in RBIA**

1.	Year of establishment of Chartered Accountant/Cost Accountant, Limited Liability Partnership (LLP) of Chartered Accountants/Cost Accountant.  <i>(Registration Certificate to be submitted as a documentary proof)</i> <i>Copy of relevant audited financial statements.</i> <i>Auditors Certificate stating operation income in relevant financial years.</i>	Only the period / years having operational income will be considered for evaluation.  07 years of existence – 5 Marks & for every additional year 01(one) mark shall be granted subject to maximum of 10(ten) marks.	<b>10</b>
2.	The average of annual revenue (best of three in the last five financial years starting from FY 2018-19) of the bidder.  (Audited financial statement to be submitted as a documentary proof)	Upto Rs. 2.5 crore– 10 marks  and for every additional turnover of Rs. 25 lakhs an additional 1 (one) mark shall be granted subject to maximum of 20 marks	<b>20</b>
3.	Must have successfully completed at least 5 Audit assignments in the capacity of Internal Auditor/Risk Based Internal Audit/Statutory Auditor in Public/Private Sector Banks/Financial Institutions/PSUs/Infrastructure Financing Company in the last 5 years  <i>(Work Completion Certificate from the client or Account statement/Form 26AS reflecting that amount due towards the completion of the assignment has been duly received by the bidder)</i>	<ul style="list-style-type: none"> <li>• Up to 5 audit assignments – 10 Marks</li> <li>• More than 5 and up to 7 audit assignments – 15 Marks</li> <li>• More than 7 audit assignments – 20 Marks</li> </ul> <i>Copy of relevant letter of assignment duly signed by the bank and acceptance / completion.</i> IIFCL reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of technical evaluation.	<b>10</b>
4.	Must have successfully completed at least 5 Audit assignments in SAP environment in the last 5 years	No. of Assignments conducted in SAP environment $\geq 7$ 10Marks $\geq 5$ 7 Marks $\geq 3$ 5 Marks	<b>10</b>
<b>B.</b>	<b>QUALIFICATION AND EXPERIENCE OF KEY STAFF</b>		
1.	No. of FCA/FCMA Partners/Employee  <i>(The details of each partner including experience, qualification etc., and their Registration Number to be furnished as documentary proof/ICAI/ICWA record)</i>	<ul style="list-style-type: none"> <li>• Up to three – 05 Marks</li> <li>• More than three and up to five– 07 Marks</li> <li>• More than five– 10 Marks</li> </ul>	<b>10</b>

**RFP for Engagement of CA Firm to assist IIFCL in RBIA**

2.	<p>The Firm should have staff strength of minimum 15 employees including minimum 5 paid CAs, other qualified (CAs/CMAs)/ semi-qualified (CA-Inter / CMA-Inter) as on the date of tender.</p> <p>List of paid CAs and other qualified/Semi qualified Staff along with the qualification and experience to be provided in the following format.</p> <table border="1" data-bbox="399 575 852 695"> <thead> <tr> <th data-bbox="399 575 524 667">Name</th> <th data-bbox="524 575 691 667">Qualified/ Semi- Qualified</th> <th data-bbox="691 575 852 667">Experience</th> </tr> </thead> <tbody> <tr> <td data-bbox="399 667 524 695"></td> <td data-bbox="524 667 691 695"></td> <td data-bbox="691 667 852 695"></td> </tr> </tbody> </table>	Name	Qualified/ Semi- Qualified	Experience				<ul style="list-style-type: none"> <li>• Up to 15 – 05 Marks</li> <li>• More than 15 and up to 20 – 07 Marks</li> <li>• More than 20 – 10 Marks</li> </ul>	<b>10</b>
Name	Qualified/ Semi- Qualified	Experience							
3.	RBI grade as available on Website www.meficai.org / Copy of MEF certificate latest.	Category/ Grade – I : <b>10 Marks</b> Category/ Grade – II : <b>8 Marks</b> Category/ Grade – III : <b>5 Marks</b>	<b>10</b>						
4.	At least three partners should have a continuous association with the firm of a minimum of 5 years.	5 years' continuation – <b>3 marks</b> 5 to 7 years' continuation – <b>4 marks</b> More than 7 years continuation – <b>5 marks</b>	<b>10</b>						
<b>C.</b>	<b>OTHER REQUIREMENTS</b>								
1.	The firm/ LLP should be empaneled with CAG	5 Marks	<b>05</b>						
2.	Bidder to submit a handout covering its past experience as well as the approach & the methodology to be adopted for timely completing the assignment.	To be awarded by the bid evaluation committee	<b>05</b>						
	<b>Total Marks</b>		<b>100</b>						

In the first stage of evaluation, bid/proposal shall be rejected if it is found deficient as per the requirement indicated for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical bid/proposal will start first and at that stage the financial bid/proposal will remain unopened.

Based on the details submitted by the bidders in the Technical Proposal, the Technical Evaluation of the eligible bidders will be carried out.

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 (hundred) points as given above. Bidders who have Ts of 70 (seventy) or more shall be technically eligible.

**ii. Financial Evaluation:**



The financial bid/proposal of those bidders who will be found to be technically eligible will be opened. The Financial Bid of ineligible bidders will not be opened. The Financial Bid should contain the total Contract value, on a fixed cost basis, inclusive of all fees & expenses. The price quoted excludes taxes, duties & statutory levies such as goods & service tax etc. IIFCL will neither provide nor reimburse expenditure towards any type of accommodation, travel ticket, airfares, train fares, halting expenses, transport, lodging, boarding etc.

The financial bid will be normalized on a scale of 100 (hundred), with lowest bid being normalized to 100 (hundred) and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of quality cum cost based selection (QCBS) evaluation, as explained in section below:

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$$F_n = F_{min}/F_b * 100 \text{ (rounded off to 2 decimal places)}$$

Where,

$F_n$  = Normalized commercial score for the Bidder under consideration

$F_b$  = Absolute financial quote for the Bidder under consideration

$F_{min}$  = Minimum absolute financial quote.

### **iii. Techno Financial Evaluation – Final Evaluation Criteria (QCBS)**

80% (eighty percent) weightage will be awarded for technical evaluation and 20% (twenty percent) weightage will be awarded for financial evaluation.

$$\text{Final Score} = (T_s * 0.80) + (F_n * 0.20)$$

Bidder with **the highest Final Score** will be considered for award of the Assignment.

If due to any reason, the bidder with the highest final score fails to undertake the Assignment or after undertaking fails to complete the Assignment due to any reason, the Assignment would be awarded to the bidder with the next highest score in the list.

Evaluation process as decided by IIFCL will be binding to the bidders. IIFCL in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the proposal submitted by the Bidders. IIFCL may reject any/all bid(s)/proposal(s) at any stage without assigning any reason thereof.

## **10. Award of Contract**

The Employer shall issue a letter of intent (LOI) to the successful bidder and promptly notify all other bidders who have submitted proposals about the decision taken. The LOI needs to be accepted unconditionally and such accepted letter shall be delivered by the successful

Bidder in writing within 14 (fourteen) days from the date of issue of the LOI. The failure, delay or evasion by the successful Bidder to accept the offer will result in cancellation of the LOI and IIFCL retain its right to issue offer to the next highest Bidder.

The successful bidder will sign all pages of RFP within 5 (five) days of issuance of the LOI. The successful bidder is expected to commence the Assignment from the date of LOI.

#### **11. Performance Security**

The successful bidder on receipt of a LOI from IIFCL shall furnish a bank guarantee, by way of performance security, equivalent to 10% (ten per cent) of the total contract value/bid value less the amount of EMD, within 15 (fifteen) days from notification of award/at the time of signing of contract, whichever is earlier, unless specified to the contrary. In case the successful Bidder fails to submit performance security within the time stipulated, IIFCL may at its sole discretion cancel the LOI without giving any notice and forfeit EMD furnished by the Bidder, in addition to any other right available to it under this RFP. The performance security furnished by the successful Bidder shall be in the manner as prescribed (**Annexure VIII**) by IIFCL. The successful Bidder shall ensure, the performance security will be valid at all times during the term of LOI of FY2024-25 audit and for a period of 90 (Ninety) days beyond term of LOI. **No interest will be paid on this amount.**

#### **12. Report Submission/Deliverables**

1. Department wise draft report containing the lapses/gaps/issues observed to be submitted by the Audit firm within 7 days from the periodicity defined for the department in the RBIA manual.
2. Consolidated quarterly report containing the open and closed observations for all departments is to be submitted within 20 days of close of each quarter. The selected bidder can avail the grace period of additional 15 days in case of occurrence of delay is not attributable to the selected bidder, however, the same shall be available to the selected bidder at the sole discretion of IIFCL.
3. Final compliance/closure report is to be submitted within 30 days of the completion of the Audit for the financial year. The compliance report to segregate compliances done and pending compliances observations along with the name of the concerned department and count of observations with marking of low, medium and high risk category.

#### **13. Timeframe of Deliverables**

The successful bidder will start the assignment within **2 days from the date of appointment**. The actual audit exercise as well as submission of final compliance/closure report shall adhere to respective timelines defined under “Report Submission/Deliverables” mentioned at point 12.

#### **14. Fee/Payment Schedule**

The engagement fees would be linked to the deliverables of the Assignment as follows:

1. The payment for the Contract will be paid as given below against submission of invoices-

<b>Particulars</b>	<b>Amount of Payment</b>
Submission of Consolidated Quarterly Report for quarter ending June 30, 2024	20% of the Bid Amount
Submission of Consolidated Quarterly Report for quarter ending September 30, 2024	20% of the Bid Amount
Submission of Consolidated Quarterly Report for quarter ending December 31, 2024	20% of the Bid Amount
Submission of Consolidated Quarterly Report for quarter ending March 31, 2025	20% of the Bid Amount
Submission of Final Closure/Compliance Report by May 15, 2025	20% of the Bid Amount

2. If in case successful bidder enter the assignment in middle of FY, proportionate payment shall be made i.e. bidder entering post June FY25 report proportionate payment shall be made for remaining quarter reports.
3. TDS will be deducted at source for any payment made by IIFCL, as per applicable provisions of Income Tax Act / Rules.
4. All payments under this RFP shall be made to the successful bidder alone through electronic mode only and the currency of all payments shall be in Indian Rupees subject to any statutory deductions at source (TDS etc.).
5. All duties and taxes (excluding service tax, VAT or other local taxes), if any, which may be levied, shall be borne by the successful bidder and IIFCL shall not be liable for the same.
6. All expenses, stamp duty and other charges/ expenses in connection with the Agreement to be executed shall be borne by the successful bidder.
7. IIFCL may withhold payment of any charges that it disputes in good faith, and may set-off penalty amount and any other amount which the successful bidder owes to IIFCL against charges payable to them under the Contract to be executed.
8. Payments will be made by IIFCL within thirty days of raising corresponding Invoice by the successful bidder, against satisfactorily acceptance by IIFCL of each deliverable as specified in point 12 above, specifying the amount due.

### **15. Penalty Clause**

- a. IIFCL may impose penalty, in case of delay of any deliverables at the rate of **2.5%** of the total project cost per week delay, either for completion of audit exercises or submission of final draft report, subject to a maximum of **10%** of the total cost, for all delays attributable directly to the successful bidder.

- b. IIFCL may invoke the performance security in the event of a material breach by the successful Bidder leading to termination of contract for material breach.
- c. IIFCL may impose penalty, ***in case of non-compliance of deputation of a suitable team for completion of the assignment in the stated timelines*** at the rate of 2.5% of the total project cost per month, subject to a maximum of 10% of the total cost.
- d. If at any time during performance of the Contract, the successful bidder shall encounter unexpected conditions impeding timely completion of the services under the Contract and performance of the services, the successful bidder shall promptly notify IIFCL in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the successful bidder's notice, IIFCL shall evaluate the situation and may at its sole discretion extend the successful bidder's time for performance, in which case the extension shall be ratified by the parties.
- e. Performance of the obligations under the Contract shall be made by the successful bidder in accordance with the time schedule specified in this RFP.
- f. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the successful bidder. On reaching the maximum of penalties specified, IIFCL reserves the right to terminate the contract without any notice thereof. Upon termination, no fee shall be payable for the work performed prior to the delay in deliverables and performance.

## **16. Tenure of the Contract**

The Selected Bidder shall enter into an agreement and it would initially be assigned for completion of the scope under this RFP. Based on the satisfactory performance of the selected bidder the RFP may be extended for further two more terms/audits (one year/audit at a time) and at sole discretion of IIFCL.

In consideration with the Inflationary measures and the market conditions, the assignment fee may be increased up to 10% per term of contract, provided on review the performance is found to be satisfactory by IIFCL. The proposed assignment would be subject to periodical review at the discretion of IIFCL and is liable to be terminated at any time, if not found satisfactory, by giving a prior written notice of 30 (Thirty) days.

The acceptance of the Bid, will be communicated in writing to the Selected Bidder by means of offer of contract/ letter of appointment at the address given by the Bidder in the tender process. The offer of contract/ letter of appointment needs to be accepted unconditionally and such accepted letter shall be delivered by the Bidder in writing within 14 (Fourteen) days from the date of issue of the offer. The failure, delay or evasion by the Successful Bidder to accept the offer will result in cancellation of the offer and IIFCL retain its right to issue offer to the next highest Bidder.

*If the selected bidder intends to extend or not to extend the contract for further FY2025-26, selected bidder to submit in written to IIFCL before 90 days of the current financial year.*

## **17. Termination**

### **A. Termination by the Employer**

- i. IIFCL may at any time terminate the Letter of Intent by giving 30 days written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to IIFCL.
- ii. IIFCL reserves the right to cancel the contract in the event of occurrence of one or more of the following Conditions:
  - a. Failure of the successful Consultancy firm to accept the Contract and furnish the performance security within specific days as given by IIFCL;
  - b. Abnormal delays (beyond maximum penalty as stated herein) in offering services;
  - c. Delay in completing the assignment/submission of reports.
  - d. Delay in deputation of suitable team or non-compliance of deputation of a suitable team (**during assignment team is not provided by the bidder continuously for 15 days without prior approval of IIFCL**).
  - e. As the result of Force Majeure, if IIFCL is unable to perform any of its obligations under the Contract for period of not less than (two) months.
  - f. In case of termination, IIFCL will not pay any fee.

In addition to the cancellation of Contract, IIFCL reserves the right to appropriate the damages through encashment of performance security given by the successful bidder.

IIFCL reserves the right to terminate the services/ contract by giving 30 (thirty) days' written notice, without assigning any reasons, or legitimate outstanding fee subject to satisfactorily performance to IIFCL prior to the effective date of termination (unless the termination was occasioned by the default of the Successful bidder)

### **B. Termination by Successful Bidder**

Successful bidder may terminate this agreement, by giving not less than thirty (30) days' written notice to IIFCL in following circumstances: (a) if IIFCL fails to pay fees due to the successful bidder as per the agreed terms pursuant to the Contract and not subject to any dispute and (b) if, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 1 (one) month.

## **18. Resolution of Disputes**

It will be IIFCL's endeavor to resolve amicably any disputes or differences that may arise between IIFCL and the successful bidder from misconstruing the meaning and operation of the RFP and the breach that may result. In case of dispute or difference arising between IIFCL and the successful bidder relating to any matter arising out of or connected with this RFP, such disputes or differences shall be settled in accordance with the Arbitration and

Conciliation Act, 1996. The successful bidder shall continue work under the RFP during the arbitration proceedings unless otherwise directed in writing by IIFCL or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator, as the case may be, is obtained. Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**19. Liability of the Successful Bidder:** The liability of the successful bidder to be capped to the actual damages/losses suffered by IIFCL.

**20. Location of Work:** Location of the work will be the registered office of IIFCL, New Delhi

**21. Other Terms & Conditions**

- i. The Bidder shall ensure that the audit be carried out in a professional manner and in case of any misconduct & negligence, IIFCL may approach the concerned professional bodies with complaints of professional misconduct, if any, on the part of any professional engaged by IIFCL Accordingly, IIFCL may also recommend their name to ICAI/ RBI/ IBA/SEBI/CAG or any other authority, for suitable action thereon by them.
- ii. IIFCL reserves the right to change the terms and conditions of this RFP before the submission of the bids. However, any such changes will be published on the web site [www.iifcl.in](http://www.iifcl.in) & GeM portal (<https://gem.gov.in>).
- iii. Submission of Bids shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications.
- iv. The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment /during rush hours.
- v. The bidders are required to quote strictly as per terms and conditions, specifications, standards given in the tender document ad not to stipulate any deviations.
- vi. No bidder shall submit more than one bid.
- vii. The bid cannot be withdrawn after submission of the same.
- viii. Sub-contracting of the assignment awarded through the bidding process is prohibited.
- ix. The Consultancy Firm shall keep information related to IIFCL confidential and will not divulge to outside agencies without written consent from IIFCL. The Consultancy Firm upon selection shall sign the declaration as given in the **Annexure IX**, before commencement of the Assignment.
- x. The successful bidder has to submit the KYC documents as per KYC policy of IIFCL.
- xi. Use of Contract Documents and Information**  
The selected bidder shall not, without IIFCL's prior written consent, disclose the Contract, or furnish any provision thereof, or any specification, sample or information, to any person other than a person employed by the selected bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. The

selected bidder will treat as confidential all data and information about IIFCL, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of IIFCL.

**xii. Procurement Policy on Micro and Small Enterprises (MSEs)**

- a. IIFCL follows the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
- b. The MSEs under the above provisions would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD).
- c. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as per the provisions of the above policy.

**xiii. No Legal Relationship**

No binding commercial relationship will exist between any of the Bidders and IIFCL until execution of an agreement.

**xiv. Evaluation of Offers**

Each Bidder acknowledges and accepts that IIFCL may in its absolute discretion apply selection criteria specified in the RFP document for evaluation of proposals for short listing / selecting the eligible Consultancy Firm (s).

**xv. Errors and Omissions**

Each Bidder should notify IIFCL of any error, omission, or discrepancy found in this RFP document.

**xvi. Acceptance of Terms**

A Bidder will, by responding to IIFCL for RFP, be deemed to have accepted the terms of this agreement.

- xvii.** All submissions, including any accompanying documents, will become the property of IIFCL. Bidders shall be deemed to license, and grant all rights to IIFCL to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

**xviii. Communication with bidders**

IIFCL may, in its absolute discretion, seek additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response.

Bidders should provide details of their fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

If IIFCL, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then IIFCL reserves the right to communicate such response to all Bidders.

IIFCL may, in its absolute discretion, engage in discussion or negotiation with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to improve or clarify any response.



- xix. **Notification**  
IIFCL will notify all short-listed Bidders in writing as soon as practicable about the outcome of their RFP. IIFCL is not obliged to provide any reasons for any such acceptance or rejection.
- xx. **Disqualification**  
Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a disqualification.
- xxi. **Applicable laws**  
The Contract shall be interpreted in accordance with the laws prevalent in India.
- xxii. **Compliance with all applicable laws and Indemnification**  
The Consultancy Firm shall undertake to observe, adhere to, abide by, comply with and notify IIFCL about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP.

### **Indemnification**

The successful bidder shall indemnify IIFCL, and shall always keep indemnified and hold IIFCL, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against IIFCL as a result of:

- a. IIFCL's authorized/ bona fide use of the deliverables and /or the services provided by the bidder under this RFP; and/or
- b. an act or omission of the bidder and/or its employees, in performance of the obligations under this RFP; and/or
- c. claims made by employees who are deployed by the bidder, against IIFCL; and/or
- d. claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the bidder to its employees
- e. breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the bidder under this RFP; and/or
- f. any or all deliverables or services infringing any patent, trademarks, copyrights or such other intellectual property rights; and/or
- g. breach of confidentiality obligations of the bidder contained in this RFP; and/or
- h. Negligence or gross misconduct attributable to the bidder or its employees

### **xxiii. Force majeure**

If the performance as specified in this RFP or the Contract is prevented, restricted, delayed or interfered by reason of fire, explosion, cyclone, floods, war, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, strikes, shutdowns or labour disputes which



are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch. If a Force Majeure situation arises, the Consultancy firm shall promptly notify IIFCL in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by IIFCL in writing, the Consultancy firm shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**xxiv. Forfeiture**

The bid security [EMD] may be forfeited:

- a. if a firm withdraws its bid during the period of bid validity specified by the firm on the Bid; Or
- b. If the successful/selected firm fails to accept the Scope of Work/ RFP or furnish performance security.

IIFCL shall be at liberty to set off/adjust the proceeds of the performance security towards the loss, if any, sustained due to the Bidder's failure to complete its obligations under the Contract. This is without prejudice to IIFCL's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.

**ANNEXURE I**

**DETAILED SCOPE OF WORK**

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## Chapter 1: SCOPE OF ACTIVITY

### 1. CREDIT DEPARTMENT

#### I. Process/Area: Credit Risk Management Policy & Procedures

1. To check whether IIFCL has put in place a well defined policy to oversee the function of credit department.
2. To verify whether the roles and responsibilities along with delegation of power are clearly defined.
3. To check the minutes or discussion papers of meetings of the Board of Directors to see whether necessary amendments was proposed and made after appropriate approval subject to RBI regulations and SIFTI guidelines.

#### II. Process/Area: Appraisal/Risk Assessment & Sanction

1. To check and verify whether a strict authorization and validation procedures are put in place for the collection of relevant information and their dissemination with different department for the new proposals.
2. To check and verify whether the audit trails was maintained in SAP with respect to new proposals.
3. To check Proposal Disposal Register for updating of new proposals as per guidelines.
4. To check whether the preliminary process was involved examination of proposal to consider the acceptability and eligibility on the basis of certain information about the project/promoters.
5. To verify the compliance and completeness of new proposals to SIFTI guidelines and other IIFCL lending criteria.
6. To check and verify whether CSD was obtained the collateral and charge status over asset of the borrowers/promoters and provide relevant information to CD on credit exposures at time of new proposals.
7. To verify and ensure that the new proposals was placed in the prescribed NBC format to New Business Committee (NBC) within defined time line with complete and accurate information.
8. To check and verify whether the proposals were approved by the NBC after giving due considerations to SIFTI guidelines and other lending norms.
9. To verify whether the PIM (Project Information Memorandum), financial model and other requisite documents were forwarded to risk department prior to Credit committee Meeting.
10. To verify whether the IIFCL was carry out the appraisal to ascertain that the project is sound on technical, economic, financial & management grounds as a commercial position in case of Lead Lender and even though not in case of lead lender.
11. To verify, while appraising a project, whether the critical areas of risks was identified and expressed in quantifiable variables.
12. To check and verify whether sensitivity analysis and the project viability in above mentioned para (9) were assessed by RMD.
13. To verify whether the risk assessment was carried out by RMD using RAM (Risk Assessment Model) and the ratings was accurately conveyed to the CD.
14. To check and verify whether the annual risk assessment was carried out for credit proposals by CD and RMD.

15. To check and verify whether risk assessment criteria exist. If yes, examine whether they are adequate to cover the various risk exposures.
16. To check and examine whether risk assessment was conducted in appropriate way.
17. To verify that all the required information including sensitivity analysis and project viability report, risk assessment sheet, risk mitigation measures along with credit rating and comments of RMD, status relating to compliance of internal and regulatory restriction/guidelines, credit rating duly approved by Credit Rating committee, verified CIBIL information, pre-sanction site visit report, etc. have been included in the detailed appraisal memorandum.
18. To verify that whether the appraisal memorandum documents were reviewed and approved by Credit Committee Meeting by giving due considerations in all aspects.
19. To check whether data pertaining to CD exist in SAP and MIS. If yes, examine whether data exist in SAP and MIS are complete and accurate.
20. To check and verify whether credit proposals were reviewed and sanctioned at MIC has given due considerations in all aspects and also examine whether the same was updated in Loan Master Sheet in accurate manner.
21. To check and verify whether sanction letter, which was issued to borrowers, contain detailed term and conditions of sanction such as pre-commitment conditions, pre-disbursement conditions and general conditions.
22. To review a copy of sanction letter which was returned to IIFCL by borrowers to see whether the sanction letter was duly signed by authorized signatory (ies) along with requisite Board resolution.
23. To check and verify whether appropriate approval was taken from competent authority in case of any modifications to sanction letter.
24. To check and examine whether the projects was re-appraised in case the validity of sanction expired.
25. To review and verify that all the necessary documents was executed by the borrowers and obtained for all the credit exposures, before the commencement of disbursement and also examine that any modifications was taken place only after approval from competent authority.
26. To review and verify whether CD was, after final execution of the documents, taken opinion from the Law Department on the validity and enforceability of the documents.
27. To check and examine whether all necessary documents that was executed and complied by the borrowers was properly maintained and updated in MIS and SAP before commencement of disbursement.
28. To check and verify whether charges on securities, if any, was filed with Registrar of Companies within 30 days from date of execution of documents.
29. To check and review that whether Credit department has identified Infrastructure Projects Bonds and forward Bidding Form separately for each issuance proposed to be Bid to Risk Dept. for review.

### **III. Disbursements**

1. To verify and examine whether the due considerations was followed before processing of disbursement including ensuring receipt of all the required information such as CA certificate, End-use certificate, LCN, LIE/IE report etc.

2. To check and examine whether all pre-disbursement conditions as applicable for that particular disbursement as listed in the CLA or as desired by the Competent Authority was complied before disbursement start.
3. To check and verify whether LIE (wherever appointed) visits the site at periodical intervals and also examine whether LIE report contains technical & financial information, project progress with end use of funds , status of approvals besides other vital information, if any.
4. To review and examine whether any adverse remark was in the report submitted by LIE and company on the project status. If yes, verify whether the same were addressed before disbursement.
5. To check and review that whether, for subsequent Disbursement, the funds already disbursed was examined to check the satisfactory compliance with the stipulations.
6. To check and verify whether the first and last disbursement was taken place only after receipt of status of Legal compliances from Law Department.
7. To verify whether approval was duly obtained as per the delegation of power before executing the disbursement.

#### **IV. Monitoring and Review**

1. To check and review whether the IIFCL was conducted proper monitoring of –
  - the implementation performance of the project (Pre and Post-COD),
  - the various terms and conditions stipulated at the time of sanction are being complied with,
  - cost/ time over-runs (if any), and
  - assess the early signals of warning of slippages in project performance / account status.
2. To check and examine whether the periodic progress report was maintained and available in automated system.
3. To check and verify whether CD was cross verified the data available in SAP with MIS system to reconcile them and also examining if any irregularities was found, whether the same was brought to the notice of competent authority.
4. To review and examine whether High Risk accounts which are showing signs of slipping into sub-standard category was reviewed from time to time and referred to Board/MIC.
5. To check and verify whether CD was monitored or reviewed the exposures and concentration risk to ensure that they maintain a well- diversified and sounded credit portfolio.
6. To verify whether various documents as required such as project implementation progress report (LIE/IE report), environmental and social monitoring review report, Lenders' Insurance Report, audited financial statements, insurance report, escrow account statement, inspection reports of lead bank/other consortium members, etc. are being obtained regularly/periodically.
7. To check and ensure that Credit department monitors the performance of the portfolio including compliance with various SEBI/RBI regulations/guidelines in respect of lending to Infrastructure Investment Trusts (InvITs) and also submits reports of the yearly reviews.

#### **V. Default Review & Recovery**

1. To check and verify whether IIFCL had placed comprehensive criteria to determine the capital adequacy of loan loss and detailed provisions in case of default.

2. To review and examine whether the prudential norms as defined by RBI was in place and completely followed.
3. To verify that whether CD had maintained any historical data on NPAs. If yes, examine completeness and accuracy.
4. To check whether CD had obtained relevant information from CSD about the credit worth of the borrower/promoter on regular basis.
5. To verify that whether Default Review Committee meeting was held on monthly, quarterly, or annually basis.
6. To examine and ensure that correct data was presented in DRC meeting and the decisions taken therein were recorded and maintained in MIS system.
7. To review and examine that any decision on NPA's classification and provisions were undertaken as per the prudential norms of RBI.
8. To check whether any process or procedures had put in place for the recovery in case of default.
9. To verify whether adequate steps for recovery of overdue amount were initiated in case of interest or principal amount overdue for more than 30 days.
10. To verify and examine the penal interest was charged at the rates mentioned in the Common Loan Agreement (CLA) in case of delay in depositing any installment in escrow account by the borrowers in correct way.
11. To verify whether due process in all aspects was followed while restructuring any project account including obtaining of minutes of meeting of the consortium pertaining to the same, obtaining the approval of Competent Authority, updating ROI, Tenure and repayment schedule as per the restructuring agreement.
12. To review and examine whether all relevant data pertaining to above para (11) was maintained and exist in SAP and MIS system in complete and correct way.

## **VI. Revenue**

1. To check and verify whether the All invoices with unique number was issued and approved through automated system by appropriate officials as per their delegation of powers. If yes, examine whether any inbuilt criteria was defined in SAP for raising of invoices.
2. To check and examine whether a clear timeline was defined in automated system to raise invoices towards various fees/charges such as modification fee, prepayment fee, revalidation charges, review charges, commitment fee, Lead Lender fee, appraisal fee etc. and also verify adherence to defined timeline.
3. To check and examine whether an audit trails pertaining to all invoices was maintained and updated in SAP and MIS system.
4. To check and verify whether an inbuilt criteria defined in SAP for sending reminder in case the principal and interest amount become overdue.
5. To check and examine whether all data pertaining to revenue operations was maintained and exist in SAP and MIS system as on date.

## **2. CREDIT SUPPORT DIVISION (CSD)**

### **I. Policy and Procedures**

1. To check whether IIFCL has put in place a well defined policy to oversee the function of credit support division.
2. To verify whether the roles and responsibilities along with delegation of power are clearly defined.
3. To check the minutes or discussion papers of meetings of the Board of Directors to see whether necessary amendments was proposed and made after appropriate approval.

### **II. 360 degree view of Current and Potential Borrowers and Promoters**

1. To ensure CSD obtains credit worthiness of borrowers/promoters, through its credit history in a systematic manner on regular basis.
2. To verify whether CSD has deployed competent personnel with requisite experience and knowledge to analyze and determine the credit worthiness of borrowers/promoters as per internal rules of IIFCL and as mentioned by regulatory institutions and as per the criteria of external agencies.
3. To check and verify whether CSD was obtained the collateral and charge status over asset of the borrowers/promoters on regular basis.
4. To check and examine whether CSD was reported or shared data relating to litigations with credit and accounts department and other departments in complete and accurate way.
5. To check and verify whether CSD has a sound and healthy monitoring system for detection and correction of deviations and regularly monitors the exposures of borrowers/promoters and reported the same with credit, account, and other departments.
6. To check and ensure that engagement with any specialized professional services was taken after approval from the competent authority.

### **III. Uploading of Various Data and Return**

1. To check and examine Whether the CSD was uploaded the reliable data in prescribed format with various regulatory/ administrative and other institutions/agencies and ensured the compliances regarding the various returns on timely basis which includes( but not limited to):
  - Uploading of data in the COSMOS application/ Filing of information with the RBI
  - Furnishing credit information to Central Repository of Information on Large Credits (CRILC) set up by the RBI.
  - Furnishing information to Central KYC (Know You Customer)
  - Registration of mortgages with CERSAI
  - Filing of information with Insolvency and Bankruptcy Board of India (IBBI)
  - Furnishing information with the Credit Information Companies (CICs)
2. To check and verify whether a strict authorization and validation procedures are put in place for data uploading and their processing.

### **IV. Review and Verification of Documents**

1. To examine whether CSD reviews the reliable data before their uploading and filing.
2. To check and examine whether the CSD was re-verified the documents and compliances before first and last disbursement of funds in complete and accurate manner.
3. To check whether the verification process are completely automated. If not, verify and examine whether any deviations notice during verification was uploaded in automated system.
4. To check and ensure that CSD has re-verified the documents and compliances with respect to Infrastructure Projects Bonds before execution of deal by R& T department.

#### **V. Compliance and Reporting**

1. To check and verify whether the CSD was review the reliability and adequacy of internal reports on portfolio before reporting.
2. To check and ensure that whether the CSD provides the Internal Reports on Portfolio for Monitoring the following activities, on timely basis, which includes – Interest overdue, security creation pending, insurance expired, visits pending, resets due dates, changes of base rates/MCLR of lead lenders, LIE reports pending, audited balance sheets of borrowers overdue, E.W. systems e.g. rating changes, CBIL, SMA reports, etc.

### **3. NPA MANAGEMENT DEPARTMENT**

#### **I. Recovery Aspects**

1. To check that the IIFCL has put in place a well defined policy for the NPA department.
2. To verify that whether any Inter Creditor Agreement (ICA) was entered into as per regulatory guidelines.
3. To ensure that whether IIFCL re-assessed the financial viability at the time of restructuring based on viability parameters such as DSCR.
4. To check and verify that IIFCL has put in place internal rule or procedures for deferment of such principal and interest repayment and maintain detailed reports on this.
5. To check that IIFCL undertaken the prescribed key guiding factors in respect with adopting recovery under One Time Settlement/Negotiated Settlement.
6. To ensure that recovery proceedings were initiated against the borrower/guarantor wherever possible and legal action taken for enforcement of security under SARFAESI Act, 2002.

#### **II. Provisioning/Write Off**

1. To verify that adequate and appropriate provisions were made on NPAs.
2. To check that NPAs were written off adequately on which 100% provisions were made.
3. To verify that all prudential norms were complied as issued by the RBI on NPAs.

#### **III. Insolvency and Bankruptcy**



1. To ensure that in case of Resolution and Liquidation Process, IIFCL followed the provisions of Insolvency and Bankruptcy code, 2016.

#### **IV. Sale of NPAs**

1. To ensure that the IIFCL has followed the eligibility criteria of RBI with respect to sale of NPAs.
2. To check that valuation of assets were accurately determined.
3. To ensure that all the provisioning norms and compliance of disclosure requirement were followed as per RBI Guidelines.
4. To ensure that all the documents were maintained post sale of NPAs.
5. To check that the assets were taken out of book only on receipt of the entire sale consideration.

#### **V. Recovery through Action under SARFAESI Act**

1. To ensure that IIFCL complied with the rules and provisions of SARFAESI Act with respect to recovery.

#### **VI. Delegation of Power and Other Guidelines**

1. To check and verify that all necessary documents were executed in the course of routine activities of resolution/recovery as per their delegation of powers.
2. To check that the NPA management policy was updated timely, when any instructions/circulars are issued by RBI/Govt. of India from time to time.
3. To verify that the assets charged to IIFCL is fully insured and the assets are fully secured and maintained; and insurance policy has been renewed every year on timely basis.
4. To ensure that the IIFCL has fully complied and followed the Framework, for timely detection, reporting, investigation, etc. relating to Large Value bank frauds, as issued by Govt. of India and RBI.

#### **VII. Monitoring/Review/Reporting**

1. To verify with the Compliance Department that the NPA department is reporting with respect to their compliance.
2. To verify with the Board and ACB that the NPA department is reporting all the significant information to them.
3. To check whether the wrong doings of other departments were reported to HOD, RMCB, and BOD.
4. To ensure that proper monitoring and reviews of the compliances and regulatory obligations were done.

#### 4. RISK MANAGEMENT DEPARTMENT (RMD)

##### I. Credit Risk Management

1. To verify that Credit Rating Register maintained by RMD to ensure timely receipt of information required for processing the rating for a new project or annual review rating and timely processing of such rating.
2. To ensure that RMD has developed the Risk Appetite Statements.
3. To ensure whether the RMD evaluated the Credit Proposal and have mapped borrower's internal rating with external rating which reflects the risk involved in the facility.

##### II. Stress Testing

1. To ensure whether the RMD have utilized the Stress Testing Approach & the results to arrive at an institution wide view of the risk event and the mitigating action.
2. To check and verify whether the RMD has developed and periodically review the Stress Testing Policy & its components.
3. To ensure that RMD has performed Stress Testing & reported the analysis and results to CRMC, ORMC, RMCB and the Boards.

##### III. Operational Risk Management

1. To verify whether the Risk Control Self-Assessment (RCSA) templates were periodically shared with the other departments.
2. To verify and ensure whether various documents including KRI Matrix, Operational Risk Capital Report are being prepared within the prescribed timeline.
3. To verify whether RCSA & KRI already identified were taken into account in Operational Risk Management Plan.
4. To verify whether various documents including RCSA templates, KRI Matrix etc. were presented to the Risk Management Committee of the Board (RMCB).
5. To check whether the RMD have periodically reviewed the operational loss data to identify the trends, analyze and generate reports on loss events.

##### IV. Market Risk Management

1. To check that the IIFCL has put in place a Market Risk Policy
2. To verify the periodicity of Investment and Market Risk Management Committee, submission of its minutes to RMCB and inclusion of Board's recommendation while framing market policy.
3. To check that RMD has assessed the Market Risk and reported to the HOD.

##### V. Asset liability Management

1. To verify whether the various ALM reports were submitted to RBI within the prescribed timeline.

2. To verify whether the RMD Team comprising of ALM and market risk team have undertaken their responsibilities to analyzing, monitoring, and reporting the risk profiles to the ALCO.

#### **VI. Investment in Infrastructure Projects Bonds**

1. To check and ensure that Risk Dept. has carried out risk assessment of information received from Credit Department; and has furnished its observation to credit department before the date of Bidding.
2. To check and ensure that Risk team quarterly reviews the Investment in Bonds to assess the adverse impacts of Concentration Risk, Liquidity Risk, and Credit Risk on Issue; and reports the same to ALCO, as applicable.
3. To check and review that whether Risk department has performed their responsibilities such as independent market risk monitoring, measurement, analysis, limit monitoring and reporting to ALCO.

#### **VII. MIS Reports**

1. To verify whether the Credit Risk Reports, Market Risk Reports and Operational Risk Reports were periodically presented to RMCB.

### **5. COORDINATION & COMPLIANCE**

#### **I. THE COMPANIES ACT, 2013**

1. To verify that all applicable statutory requirements including ROC compliances were duly complied with and as per prescribed timelines.
2. To check that Bills of Exchange were executed in timely manner, if any.
3. To ensure that contracts were signed by the Key Managerial Person and the same was disclosed in the report.
4. To verify that all applicable statutory requirements with respect to transfer of securities were duly complied.
5. To ensure that the IIFCL has filed a notice in the prescribed form with the Registrar in case of any alteration in Memorandum as per the prescribed timeline.
6. To check that Register of Charge was kept at the IIFCL's registered office in prescribed manner.
7. To verify that IIFCL was fully complied with all the provisions of Registration of Charges.
8. To ensure that AGM was held within the prescribed time limit.

#### **II. RBI COMPLIANCE**

1. To verify that all applicable statutory requirements of RBI compliances were duly complied with and as per prescribed timelines.
2. To ensure that Fair Practices code as applicable were followed.
3. To ensure that all required disclosures were made in Annual Financial Statement.
4. To ensure that secondary market transactions in corporate bonds were reported on FIMMDA's reporting platform.

5. To ensure that a well-documented IT framework was maintained.

### **III. SEBI COMPLIANCE**

1. To verify that all applicable statutory requirements of SEBI compliances were duly complied with and as per prescribed timelines.
2. To ensure that a policy on related party transactions was formulated.
3. To check that quarterly compliance report on corporate governance in the format as specified by the Board from time to time to the recognised stock exchange was submitted.
4. To check that all the required documents were submitted with the Debenture Trustee.

### **IV. SECURITIES CONTRACTS (Regulations) ACT, 1956**

1. To verify that all applicable statutory requirements Securities Contracts Act, compliances were duly complied with and as per prescribed timelines.

### **V. DEPOSITORIES ACT, 1996**

1. To verify that all applicable statutory requirements Depositories Act, compliances were duly complied with.
2. To ensure that the copies of the relevant records were provided to the depository in respect of securities held by such depository.

### **VI. SIFTI CHARTER**

1. To ensure that regular monitoring and periodic evaluation of compliance of the project were carried out.

### **VII. FEMA ACT, 1999**

1. To check that in respect of all overseas investments, returns in Form APR was submitted to RBI within defined time limit.
2. To ensure that funds rose from ECB was reported as per the procedure specified by the Reserve Bank from time to time.

### **VIII. SARFAESI ACT, 2002**

1. To ensure that the statement of account duly certified under the Bankers' Book Evidence Act, 1891, was filed before the DRT, in the cases where the recovery application is pending after sale of secured assets under this Act and appropriation of sale proceeds.

### **IX. INSOLVENCY AND BANKRUPTCY CODE, 2016**

1. To ensure that Insolvency resolution process was initiated in respect of such corporate debtor who has committed a default.

### **X. RIGHT TO INFORMATION ACT, 2005**

1. To verify that all applicable statutory requirements with respect to communication were duly complied.

#### **XI. THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013**

1. To ensure that an Internal Complaint Committee has been constituted in the IIFCL to address the complaint of sexual harassment at workplace made by any women.

#### **XII. INFORMATION TECHNOLOGY ACT, 2000**

1. To ensure that all provisions were compiled during communication or any information published.

#### **XIII. COMPLIANCE UNDER EMPLOYMENT (LABOUR) LAWS**

1. To ensure that Employees register was maintained in the prescribed FORM.
2. To ensure that provisions of the Equal Remuneration Act were duly complied.
3. To ensure that all relevant returns were file on timely basis.
4. To verify that all applicable statutory requirements were duly complied with and as per prescribed timelines.

#### **XIV. CALLING FOR QUARTERLY COMPLIANCE REPORT/DECLARATION FROM VARIOUS DEPARTMENTS**

1. To examine that proper record of board meetings, general meetings and other prescribed records and documents are maintained as per statutory requirements.
2. To verify that all reporting requirements applicable to the company including filing of various returns, forms with various Govt. agencies are duly complied with and as per prescribed timelines.
3. To verify that quarterly compliance report/declaration from various departments as well as communication of required amendments in compliances was made in a time bound manner.
4. To verify that the status of the compliances was reported to the Board in its meeting falling immediately after the quarter end.

### **6. ACCOUNTS DEPARTMENT**

#### **I. Accounting Policy**

1. To check whether the IIFCL has put in place a defined accounting policy and financial reporting framework to oversee the function of Accounts Department.
2. To check the minutes of the relevant Board Meeting to see:
  - Whether the policy have been approved by the Board.
  - Whether necessary changes have been made in the Policy as per the regulatory requirements and guidelines of ICAI.

3. To verify whether the roles & responsibilities along with delegation of powers are clearly defined.
4. To check and ensure that adequate staffs with requisite professional competence and expertise are placed to oversee the activities of Accounts Department.
5. To check and ensure that adequate training of personnel has given for capacity development in Ind AS and financial reporting framework.

## **II. Assets**

1. To check whether AD has disclosed the components of cash and cash equivalents.
2. To examine and ensure that AD has prepared Bank Reconciliation Statement on monthly basis to reconcile the difference between balance as per banks and balance as per books of account.
3. To examine and ensure that AD, at initial recognition, has measured trade receivables at their transaction price (as defined in Ind AS 115) if the trade receivables do not contain a significant financing component in accordance with Ind AS 115.
4. To examine and ensure that AD has measured the loss allowance at an amount equal to lifetime expected credit losses for trade receivables that result from transactions that are within the scope of Ind AS 115, to the extent applicable.
5. To check and examine that whether AD has recognised derivative financial instruments in accordance with Ind AS 109 and other Ind AS, as applicable.
6. To check and verify that whether the notional amount and fair value of derivatives have been disclosed separately in the notes to accounts.
7. To check whether IIFCL has made disclosure of each category of derivative financial instruments held by it in appropriate manner.
8. To examine and ensure that whether a cross- reference to financial risks section to the management of risks arising from derivatives (such as liquidity risk, credit risk, etc) has been done by IIFCL.
9. To check and examine that whether AD has recognised all loans under a separate line of item, as applicable, in accordance with 109.
10. To check and examine that whether AD has made appropriate and sufficient disclosure (qualitative and quantitative) pertaining to credit risk on financial instruments, as required under Ind AS 107, Financial Instruments: Disclosures.
11. To examine and ensure that AD has recognised investments in the balance sheet in accordance with Ind AS.
12. To examine and ensure that AD has measured all investments in equity instruments and contracts on those instruments at fair value (as required under paragraph B5.2.3 of Ind AS 109).
13. To examine and ensure that AD has recognised and disclosed advances (in nature of a financial asset as per Ind AS 32) under other financial assets.
14. To check whether AD has recognised and disclosed interest accrued but not due on fixed deposit with banks, government securities, and loan & advances under other financial assets.
15. To check whether AD has recognised the excess amount, if the amount already paid in respect of current and prior periods, as current tax asset in accordance with Ind AS 12.
16. To check whether AD has measured an owned investment property initially at its cost including transaction costs, in accordance with Ind AS 40, Investment Property, as applicable.

17. To examine and ensure that IIFCL has transferred a property to, or from, investment property when, and only when, there is a change in use, as required by Ind AS 40 and other Ind AS, as applicable.
18. To check and examine that whether AD has derecognized an investment property on disposal or when the investment property is permanently withdrawn from use and no future economic benefits are expected from its disposal in accordance with Ind AS 40, as applicable.
19. To check and verify that whether AD has recognised the net gain or losses, as difference between the net disposal proceeds and the carrying amount of the asset, arising from the retirement or disposal of investment in the statement of profit or loss.
20. To examine and ensure that AD has recognised an item of property, plant and equipment as an asset in accordance with Ind AS 16, as applicable.
21. To check and examine that whether AD has measured, an item of property, plant and equipment that qualifies for recognition as an asset, at its cost.
22. To check whether AD has recognised and disclosed capital work-in-progress in balance sheet in appropriate way.
23. To check and examine that whether AD has recognised an intangible asset arising from development (or from the development phase of an internal project) in accordance with Ind AS 38.
24. To check and verify that whether IIFCL has disclosed the aggregate amount of research and development expenditure recognised as an expense during the period.
25. To examine and ensure that AD has recognised and disclosed capital advances, given for procurement of PPE, investment property, other intangible assets, under other non-financial assets.
26. To check and examine that whether AD has recognised and disclosed prepaid expenses, prepaid staff cost, other advances under other non-financial assets.

### **III. Liabilities and Equity**

1. To check and review that IIFCL has disclosed derivative financial liabilities in appropriate manner.
2. To check whether IIFCL has disclosed a quantitative maturity analysis of derivative financial liabilities as required under paragraph 39(b) of Ind AS 107.
3. To check and examine that whether IIFCL has disclosed the derivatives held for hedging (such as fair value hedging, cash flow hedging) and risk management purpose.
4. To check whether AD has classified the debt securities (other than those which are classified as subordinated debt) as secured or unsecured.
5. To check whether the liabilities arising out of securitisation transactions resulting into issue of debt securities have been classified as debt securities.
6. To examine and ensure that IIFCL has disclosed the particulars of any redeemed bonds or debentures on which it has power to reissue in the future.
7. To check whether IIFCL has made disclosures of debt securities within India and outside India.
8. To check whether AD has classified the borrowings (other than debt securities) as secured and unsecured.
9. To check, at initial recognition, whether AD has measured the borrowings at its fair value plus or minus transaction costs that are directly attributable to it, as required under paragraph 5.1.1 of Ind AS 109, as applicable.



10. To check and examine that whether AD has applied the hedge accounting requirements in paragraphs 6.5.8-6.5.14 of Ind AS 109, which is designated as a hedge item, to the extent applicable.
11. To check whether IIFCL has made disclosure of the nature of security given in each case separately.
12. To check and verify that whether IIFCL has made disclosure of: (i) the amount of borrowing costs capitalised during the period; and (ii) the capitalisation rate used to determine the amount of borrowing costs eligible for capitalization, in accordance with Ind AS 23.
13. To check whether IIFCL has disclosed subordinated liabilities both within India and outside India.
14. To check whether the items which meet the definition of financial liabilities as per Ind AS 32, like contingent consideration, financial guarantee contracts issued, contractually reimbursable expenses etc. have been presented under other financial liabilities.
15. To examine and ensure that whether AD has recognised current tax for current and prior period, to the extent unpaid, as a liability.
16. To examine and ensure that AD has classified the amount of provisions as provision for employee benefits and others such as expected credit loss, provision against restructured assets, provision on NPAs, etc.
17. To check whether AD has recognised deferred tax liabilities, in accordance with Ind AS 12.
18. To check and examine that whether AD has classified the amount of the following items such as statutory dues payable, legal claims outstanding, commitment charges payable, Payable to employees, unclaimed interest on bonds or others.
19. To check and ensure that IIFCL has made appropriate disclosure of equity share capital under head the equity and a reconciliation of the number of shares outstanding at the beginning and at the end of the period.
20. To check whether reconciliations of each component of other equity has been made in complete and appropriate manner (to the extent applicable).

#### **IV. Income**

1. To examine and ensure that AD has calculated interest revenue using effective interest method in accordance with Ind AS 109, to the extent applicable.
2. To check and examine that whether AD considers the changes in rates of interest and charged interest rates on retrospective basis for the earlier period to recover the shortfalls, if any.
3. To examine and ensure that AD has recognised revenue from interest in complete and accurate manner with supporting documentation.
4. To check whether IIFCL has disclosed total interest revenue (calculated using effective interest method).
5. To check whether IIFCL has properly disclosed the amount of dividend received or paid in complete and appropriate manner.
6. To examine and ensure that AD calculates the processing fees/annual renewal fees/ documentation charges/upfront fees/ prepayment charges/ fees for credit enhancement/ any other charges as per schedule of charges in complete and accurate manner.
7. To check and verify that whether AD has recognised all fees and commission income in the statement of profit or loss with supporting documentation.



8. To check and examine that whether AD has recognised net gain/loss on fair value changes, other than those arising on account of interest income/expense, in accordance with Ind AS 109 and other Ind AS, to the extent applicable.
9. To check and examine that whether AD has recognised other income, with supporting documentation, arising out of the following items:
  - (a) Net gain on ineffective portion of hedges;
  - (b) Net gain on derecognition of property, plant and equipment;
  - (c) Net gain on foreign currency transaction and translation (other than those considered as finance cost);and
  - (d) Others (to be specified)
10. To check and verify that whether gain or loss arising out of actuarial valuation has been recognised in the period in which they occur though other comprehensive income.

#### **V. Expenses**

1. To examine and ensure that AD has recognised interest in respect of debt securities which includes interest on bonds/debentures and liability component of financial instruments in complete and accurate manner with supporting documentation.
2. To review and examine that whether the amount of exchange difference not exceeding the difference between interest on local currency borrowings and interest on foreign currency borrowings has been considered as borrowings costs and is accounted in accordance with Ind AS 23 and remaining in accordance with Ind AS 21.
3. To check and examine that whether AD has recognised interest in respect of lease liabilities in accordance with Ind AS 116- Leases.
4. To examine and ensure that AD has recognised fees and commission expenses such as commitment charges, guarantees, bond servicing charges, commission/exchange on remittance and transfers charges, etc. in complete and accurate manner with supporting documentation.
5. To check and examine that whether AD has recognised net gain/loss on fair value changes, other than those arising on account of interest income/expense, in accordance with Ind AS 109 and other Ind AS, to the extent applicable.
6. To examine and ensure that AD has recognised a loss allowance for expected credit losses on a financial asset that is measured in accordance with paragraphs 4.1.2 or 4.1.2A of Ind AS 109, a lease receivable, a contract asset or a loan commitment and a financial guarantee contract to which the impairment requirements apply in accordance with paragraphs 2.1 (g), 4.2.1 (c) or 4.2.1 (d) of Ind AS 109.
7. To review that whether AD has measured expected credit losses of a financial instrument in a way that reflects:
  - (a) an unbiased and probability-weighted amount that is determined by evaluating a range of possible outcomes;
  - (b) the time value of money; and
  - (c) reasonable and supportable information that is available without undue cost or effort at the reporting date about past events, current conditions and forecasts of future economic conditions.
8. To check whether AD has recognised and measured the employee benefit expenses in accordance with Ind AS 19, as applicable.
9. To examine and ensure that AD has properly recorded all employee benefits expenses with supporting documentation.

10. To examine and ensure that AD has charged depreciation as per rate given in the Companies Act 2013, on the opening WDV and addition made during the year separately.
11. To check whether the residual value, useful life of an asset, and depreciation method applied to an asset has been reviewed at least at each financial year-end. Further examine that if expectations differ from previous estimates, whether the change(s) has been accounted for as change in an accounting estimate in accordance with Ind AS 8, Accounting Policies, Changes in Accounting Estimates and Errors.
12. To check and review that whether AD has made disclosure of depreciation methods used, useful lives or the depreciation rates used, gross carrying amount and the accumulated depreciation, amount of impairment losses recognised, amount of impairment losses reversed during the period in accordance with Ind AS 36.
13. To examine and ensure that AD has made proper disclosure of the amount of expenditure incurred on corporate social responsibility activities.
14. To examine and ensure that AD has properly recorded all other expenses in appropriate ledger with supporting documentation.

## **VI. The Effect of Changes in Foreign Exchange Rates and Income Taxes**

1. To check and ensure that whether IIFCL has given disclosure of:
  - (a) the amount of exchange differences recognised in profit or loss, except for those arising on financial instruments accounted in accordance with Ind AS 109;
  - (b) Net exchange differences recognised in other comprehensive income and accumulated in a separate component of equity; and
  - (c) a reconciliation of such exchange differences at the beginning and end of the period.
2. To check whether IIFCL has disclosed the change in the functional currency (if any) of either the reporting entity or a significant foreign operation, together with the reason for the change in functional currency and the date of change in functional currency, as required under Ind AS 21.
3. To check and examine that whether AD has recognised current tax for current and prior period, to the extent unpaid, as a liability and the excess amount, if already paid in respect of current and prior periods, as an asset.
4. To check and examine that whether deferred tax liability has been recognised for all taxable temporary differences; and a deferred tax asset to the extent that it is probable that taxable profit will available against which the deductible temporary difference can be utilised, in accordance with Ind AS 12.
5. To check and examine that whether current and deferred tax has been recognised, as income or an expense and included in profit or loss for the period, in accordance with Ind AS 12.
6. To ensure that IIFCL has mad disclosures of major components of tax expense (income) separately in complete and appropriate manner.

## **VII. Provisions, Contingent Liabilities and Contingent Assets**

1. To check and examine that IFCL has disclosed the following for each class of provision:
  - (a) the carrying amount at the beginning and end of the period;
  - (b) additional provisions made in the period, including increases to existing provision;

- (c) amounts used (i.e., incurred and charged against the provision) during the period;
  - (d) unused amounts reversed during the period; and
  - (e) the increase during the period in the discounted amount arising from the passage of time and the effect of any change in the discount rate.
2. To examine and ensure that AD has made provision on each category of NPA accounts as per Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances.
  3. To check and ensure that IIFCL has disclosed for each class of contingent liability at the end of the reporting period a disclosure of brief description of the nature of the contingent liability.
  4. To check and review that whether IIFCL has disclosed a brief description of the nature of the contingent assets at the end of the reporting period.
  5. To check and examine that whether AD has made appropriate disclosure of provision for diminution in investments during the period.

### **VIII. Cash Flow Statement**

1. To ensure that the statement of cash flows has reported cash flows during the period classified by operating, investing and financing activities. To check and verify that whether IIFCL has reported separately major classes of gross cash receipts and gross cash payments arising from investing and financing activities.
2. To review and examine that whether cash flows from a foreign subsidiary has been translated at the exchange rates between the functional currency and the foreign currency at the dates of the cash flows
3. To examine and ensure that the effect of exchange rate changes on cash and cash equivalents held or due in foreign currency is reported in the statement of cash flows in order to reconcile cash and cash equivalents at the beginning and the end of the period.
4. To check and review that whether cash flows arising from interest paid and interest and dividends received in the case of a financial institution have been classified as cash flows arising from operating activities.
5. To examine whether IIFCL has disclosed the cash flows arising from taxes on income separately and classified as cash flows from operating activities unless they can be specifically identified with financing and investing activities.
6. To check and examine that whether taxes on income arise on transactions that give rise to cash flows that are classified as operating, investing or financing activities in a statement of cash flows.
7. To review and examine whether aggregate cash flows arising from obtaining or losing control of subsidiaries or other businesses have been presented separately and classified as investing activities.
8. To check whether investing and financing transactions that do not require the use of cash or cash equivalents have been excluded from a statement of cash flows.
9. To review and ensure that IIFCL has given such disclosures that enable users of financial statements to evaluate changes in liabilities arising from financing activities, including both changes arising from cash flows and non-cash changes.
10. To check and ensure that IIFCL has presented a reconciliation of the amounts in its statements of cash flows with the equivalents items reported in the balance sheet.

### **IX. Statement of Changes in Equity and Notes to Account**

1. To check and ensure that IIFCL has presented a statement of changes in equity.
2. To check whether IIFCL has disclosed its significant accounting policies comprising:
  - the measurement basis (or bases) used in preparing the financial statements; and
  - the other accounting policies used that are relevant to an understanding of the financial statements.
3. To examine the appropriateness and sufficiency of the judgements, apart from those involving estimations that management has made in the process of applying the IIFCL's accounting policies and that have the most significant effect on the amounts recognised in the financial statements.
4. To review and examine the assumptions IIFCL makes about the future, and other major sources of estimation uncertainty at the end of the reporting period, that have a significant risk of resulting in a material adjustment within the next financial year.
5. To check and ensure that IIFCL has cross-referenced each item in the balance sheet and in the statement of profit and loss, and in the statement of changes in equity and of cash flows to any related information in the notes.

#### **X. Consolidated Financial Statements**

1. To check and ensure that IIFCL has prepared consolidated financial statements using uniform accounting policies for like transactions and other events in similar circumstances.
2. To examine whether in any case, the difference between the date of subsidiary's financial statements and that of consolidated financial statements of IIFCL has exceeded more than three months.
3. To check and ensure that 'Non-controlling interests' in the Balance Sheet and in the Statement of Changes in Equity, within equity, has been presented separately from the equity of the 'owners of the IIFCL'.
4. To examine whether the profit or loss attributable to 'non-controlling interest' and to 'owners of the parent' in the statement of profit and loss has been presented as allocation for the period. Also examine further that, 'total comprehensive income' for the period attributable to 'non controlling interest' and to 'owners of the parent' has been presented in the statement of profit and loss as allocation for the period.

#### **XI. Documentation**

1. To check and ensure that IIFCL has prepared and kept at its registered office books of account and other relevant books and papers and financial statement for every financial year in physical or electronic mode.
2. To verify and ensure the books of accounts of IIFCL relating to a period of not less than eight financial years immediately preceding a financial year in respect of all the preceding years together with the vouchers relevant to any entry in such books of account have been kept in good order.
3. To check whether IIFCL has a policy for preservation of documents approved by its Board of Directors.

#### **XII. Monitoring and Review**

1. To review and examine that whether the audit committee has overseen the IIFCL's financial reporting process and the disclosure of its financial information to ensure that the financial statement is correct, sufficient and credible.
2. To check and ensure that the Audit Committee has reviewed, with the management, the annual financial statements and auditor's report thereon before submission to the board for approval.
3. To check and ensure that the Audit Committee has reviewed, with the management, the quarterly financial statements before submission to the board for approval.
4. To examine ensure that the Audit Committee has mandatorily reviewed the following information:
  - management discussion and analysis of financial condition and results of operations;
  - statement of significant related party transactions (as defined by the audit committee), submitted by management.
5. To check and ensure that all transactions, that are processed, have been regularly monitored and reviewed by AD.
6. To review and verify that whether AD has cross-verified all the transactions on regular basis.

### **XIII. Compliance and Reporting**

1. To ensure that IIFCL has prepared books of accounts in accordance with the prescribed accounting standards, on accrual basis and according to the double entry system of accounting.
2. To check and ensure that where IIFCL maintains the book of accounts in electronic form, whether the IIFCL has initiated the same to the ROC on the Annual basis at the filing of financial statement.
3. To examine and ensure that whether IIFCL has, without complying with the provisions of sections 73 and 74, declared any dividend on its equity shares.
4. To examine whether IIFCL has failed to spend such amount, the Board shall, in its report made under clause (o) of sub-section (3) of section 134, specify the reasons for not spending the amount.
5. To examine and ensure that IIFCL has fully complied with section 198 to calculate the profits for the purpose of section 197 and provisions of section 197 of this Act.
6. To review and ensure that the chief executive officer and chief finance officer have accepted their responsibility for establishing and maintaining internal controls for financial reporting.
7. To examine and ensure that whether the audit committee has monitored the end use of funds raised through public offers and related matters as required under the clause (viii) of sub-section 4 of section 177 of the Companies Act, 2013.
8. To check and AD has made reconciliation of TDS booked in books of accounts with the 26AS (Income Tax Statement) issued on TRACES site.

## **7. RESOURCE & TREASURY(R&T) DEPARTMENT**

### **I. Resources & Treasury Policy**

1. To check whether the IIFCL has put in place a well-defined policy to oversee the function of R&T Department.
2. To check the minutes of the relevant Board Meeting to see:
  - Whether the policy have been approved by the Board.
  - Whether necessary changes have been made in the Policy as per the regulatory requirements.
  - Whether the Investing Committee has been constituted and approved by the Board.
3. To verify whether the roles & responsibilities along with delegation of powers are clearly defined.
4. To verify the process followed for appointment and selection of authorized dealer/brokers/intermediaries.

## **II. Raising and Deployment of Funds**

1. To check and verify whether the prior approval of the GOI have been received for the Debts from Multilaterals/Bilateral Agencies.
2. To verify whether the repayment was made timely to the lenders.
3. To verify the compliance to the process defined with regard to the investment of surplus funds.
4. To verify the documents prepared, compliance to the defined process followed for planning and approval of fund raising proposal.

## **III. Calculation of Base Rate/ Interest on Borrowings/ Interest on Investment/Quarterly Guarantee fee payable to GoI**

1. To verify the computation of Base Rate, Interest on Borrowings, Interest on Investments, Periodic Guarantee Fee payable to GOI and related documentation.
2. To check and verify whether calculations have been informed to the Accounts Department on timely basis.

## **IV. Investment in Infrastructure Project Bonds**

1. To check and ensure that R&T department has performed their responsibilities such as:
  - Execution and trading of the deal on EBP platform (for primary market) received after sanction and approval from credit team.
  - maintain a separate book internally to be reported at time to time.
  - capture the transaction in Internal IT system.
  - receive, reconcile the allotment.
  - make the settlement of the deal and settlement of funds.
  - do the necessary documentation post settlement.
  - process for accounting.
  - monitor the coupon payments and redemption.
2. To check and ensure that R&T Dept. informs the Credit & Risk Department of allocation of securities, date of payout and other details.

## **V. Hedging**

1. To verify ISDA agreement, Cross currency swap agreements & Loan Documents, document indicating risk analysis to ensure that the same are in line with the defined parameters including currency of swap, maturity period of swap etc.
2. To check whether the risk have been analyzed before entering into the cross currency swap transactions.
3. To verify whether the IIFCL has kept its positions hedged of the total exposure as per the guidelines.

#### **VI. Documentation**

1. To verify whether the KYC & other relevant documents have been submitted by the brokers.
2. To verify that all documents are preserved and maintained in appropriate way.
3. To ensure approval obtained from the Competent Authority for any modifications.

#### **VII. Monitoring and Review**

1. To ensure timely obtaining of annual review rating of outstanding bonds.
2. To check monitoring and review report.

#### **VIII. Compliance and Reporting**

1. To verify that various required reports were prepared /submitted as per the prescribed periodicity.
2. To ensure that the periodic reports on derivative transactions were presented to Investment Committee.
3. To verify whether the approval of fund raising proposal have been reported to GOI.

### **8. INFORMATION TECHNOLOGY (IT) DEPARTMENT**

#### **I. IT Governance**

1. To ensure that the IIFCL has put in place well-defined IT governance.
2. To ensure that IT steering committee was formed and their roles & responsibilities were clearly defined.

#### **II. IT Policy**

1. To ensure that the IIFCL has put in place well-defined IT Policy.
2. To ensure that periodic assessment of IT training was formulated.

#### **III. Development & Acquisition and Procurement**

1. To verify procurement of IT assets and whether the same were tested before installation and have been adequately insured.
2. To verify whether the IT assets were procured in line with procurement guidelines.



3. To review the adequacy of controls that prevent unauthorized access to company's IT assets & locations including access to server rooms and IT assets placed therein, controls to check movement of IT assets outside premises etc.
4. To verify activities related to verification of IT assets.

#### **IV. Information and Cyber Security**

1. To ensure that IS Policy was properly implemented and documented in effective way.
2. To ensure that the IIFCL has implemented security and confidentiality regarding maintenance of User IDs and passwords including issuance, deletion etc. has been done in accordance with established IT policy.
3. To ensure that controls are put in place to monitor IT related security violations and corrective actions to be taken thereof.
4. To check that IIFCL has put in place a privileged access system.

#### **V. IT Operations**

1. To ensure that IT operations were monitored on ongoing basis.
2. To ensure that the operational parameters for IT Operations has clearly defined and properly documented.

#### **VI. IT Service Outsourcing**

1. To verify whether logs such as service monitoring log, physical access log, system activity log, user access log etc. are being reviewed periodically and whether required action is being taken, if any.
2. To ensure that a mechanism has put in place to ensure that data protection and security requirements as per SLA was adopted and implemented by the service provider.
3. To check that IT Strategy Committee has periodically reviewed the effectiveness of policies and procedures; and communicated the significant risks in outsourcing to IIFCL's Boards.

#### **VII. Business Continuity Plan (BCP)**

1. To check whether the IIFCL has an effective business continuity policy and contingency plan put in place.
2. To verify whether Disaster Recovery Plan (DRP) is tested periodically and whether a recovery team has been identified and a copy of DRP is available with all team leaders.
3. To verify whether the backup of database, emails, software applications etc. is being taken as per defined periodicity and is being stored as per defined guidelines and whether a backup log is being maintained.

#### **VIII. Application Controls**

1. To verify that the valid data were entered into the application by authorized personnel as per their defined segregation of duties.
2. That all the necessary transactions made were in line with the approved delegation of power and were in compliance to the control mechanisms put in place.



3. To ensure that the application's information was properly secured against misuse and whether the IT department has defined a traceability mechanism to identify such events.

#### **IX. Updation of License and Compliance Report**

1. To verify that the IT department has effectively carried out its activities pertaining to Managing and coordinating with the in-house users and Software Firm for implementation of Integrated Software system (ISS) and other software modules.
2. To ensure that various software licenses are being stored safely and are readily retrievable.
3. To verify the record of various software licenses bought by IIFCL including their validity and whether the expired licenses were removed from the systems.

#### **X. Document Management System (DMS)**

1. To check that the paper documents that were captured through DMS are complete, accurate and readable.
2. To verify that the electronic documents were stored in complete and accurate manner and preserve for a defined time.
3. To ensure that IIFCL has placed a mechanism for monitoring of DMS on ongoing or separate basis to find out the significant irregularities.

### **9. MANAGEMENT INFORMATION SYSTEM (MIS)**

#### **I. MIS Policy**

1. To check whether the IIFCL has put in place a well-defined policy to oversee the function of MIS Department.
2. To check the minutes of the relevant Board Meeting to see:
  - Whether the policy have been approved by the Board.
  - Whether the Steering committee has been constituted and approved by the Board.
3. To verify whether the roles & responsibilities along with delegation of powers are clearly defined.
4. To check and verify the MIS reports.

#### **II. Uploading of Data & Generating Reports**

1. To check and verify the MIS reports provide by the MIS department.
2. To verify whether the audit trail exist with respect to an unauthorized access.
3. To check and verify by the corresponding departments that reports are generated and provided to them.
4. To check and verify whether a strict authorization is put in place for the modifications.

#### **III. Documentation**

1. To check and communicate with the respective department about the accuracy of data provided by them.

2. To check that controls in place to prevent unauthorized access.
3. To verify whether all the relevant data is maintained and backup of database is being taken as per defined guidelines.

#### **IV. Monitoring and Review**

1. To check the review reports.
2. To verify whether capacity and performance analysis with respect to IT security systems are being reviewed periodically and whether required action is being taken.

#### **V. Compliance and Reporting**

1. To monitor IT related security violations and corrective actions to be taken thereof.
2. To check and verify by communicating with the IT department whether MIS is being put in place.
3. To verify with the Compliance Department that the department is reporting with respect to their compliance.
4. To verify with the Board and ACB that the department is reporting all the significant information to them.

### **10. GENERAL ADMINISTRATION DEPARTMENT (GAD)**

#### **I. Procurement Manual**

1. To check that IIFCL has put in place a well documented purchase manual for GAD department.
2. To ensure that Local Committee has been formed.
3. To verify whether the roles & responsibilities along with delegation of powers are clearly defined.
4. To verify whether necessary changes have been made in the Policy as per the regulatory requirements.

#### **II. Procurement of Goods and Services**

1. To verify that due process was followed while inviting bids/tenders.
2. To ensure that procurements have been made within the prescribed limit.
3. To verify bills relating to procurement and maintenance of Office Premises as per the contractual terms.
4. To verify that due process have been followed for selection of individual consultants.

#### **III. Forms of Securities, Payment and Price Variations**

1. To verify that prescribed guidelines/rules have been followed while making the advance payments to the vendors.
2. To ensure that the payment(s) against the procured goods have been released as per the terms of delivery.
3. To ensure that Bid/Performance security has been obtained, if any.

4. To verify whether the EMD have been obtained from all tenders and in line with the guidelines prescribed in this regard.
5. To verify whether the EMD of tenderer(s) has been forfeited/returned on fulfillment of relevant conditions.

#### **IV. Inventory Management**

1. To ensure that prescribed procedures have been followed while receiving goods.
2. To ensure that adequate procedures have been followed for verification of goods.

#### **V. Contract Management**

1. To ensure that all the relevant documents of the contracts have been obtained.
2. To check that a written agreement/contract has been made for placing an order.
3. To ensure approval obtained from the Competent Authority for any modifications.

#### **VI. Record Management and Documentation**

1. To verify that fixed assets have been periodically verified and Fixed Asset register have been accordingly updated.
2. To verify that inward receipt of post through courier/email have been timely forwarded to the relevant department.
3. To ensure that documents for release of advance payments have been maintained.
4. To check and verify whether a strict authorization is put in place for the modifications.
5. To check and verify that all relevant documents are maintained.

#### **VII. Monitoring and Review**

1. To check monitoring and review report.
2. To check that physical verification of fixed assets have been done.
3. To check that procedures for monitoring of Bank Guarantees and other instruments have been followed.
4. To ensure that documents received from the supplier have been duly verified before releasing the payments.

#### **VIII. Compliance and Reporting**

1. To verify that duly approved process/procurement guidelines of GFR, 2017 of GOI have been followed while procuring goods and services of various values.
2. To verify whether EOI revaluation report have been submitted and approved by the Competent Authority.
3. To verify with the Compliance Department that the GAD department is reporting with respect to their compliance.
4. To verify with the Board and ACB that the GAD department is reporting all the significant information to them.

## **11. LEGAL DEPARTMENT**

### **I. Legal Policy**

1. To check whether the IIFCL has put in place a well-defined policy to oversee the function of Legal Department.
2. To check the minutes of the relevant Board Meeting to see:
  - Whether the policy have been approved by the Board.
  - Whether necessary changes have been made in the Policy as per the internal and external requirements.
3. To verify whether the roles & responsibilities along with delegation of powers are clearly defined.
4. To verify whether the due diligence of documents with respect to the sanctioned projects including ensuring the capturing of terms and conditions mentioned in the Sanction Letter in Common Loan Agreement (CLA) etc. was carried out as per defined timeline.

### **II. Empanelment of Lawyers**

1. To verify that empanelment of lawyers was duly approved by the Board.
2. To ensure that procurement guidelines were followed while hiring empanelment of lawyers and allocation of work.

### **III. Documentation**

1. To verify that basis of allocation of work to a lawyer/law firm is recorded in writing.
2. To check and verify that signed copies of all agreements executed at IIFCL relating to Vehicle and House Building Loan of Staff/Employee are properly maintained and are readily retrievable.
3. To check that the list of approved advocates/legal personnel are maintained.
4. To check that all the relevant legal documents are preserved and maintained.

### **IV. Monitoring/Review/Verification**

1. To check monitoring and review report.
2. To ensure that all legal documents of the projects are vetted.

### **V. Compliance and Reporting**

1. To ensure that Legal Audit of Credit proposal is conducted.
2. To ensure that Independent Due Diligence Report of every credit proposal is prepared.
3. To verify with the Compliance Department that the department is reporting with respect to their compliance.

## **12. CORPORATE PLANNING DEPARTMENT (CPD)**

### **I. Corporate Planning Policy**

1. To check whether the IIFCL has put in place a well-defined policy to oversee the function of Corporate Planning Department.
2. To check the minutes of the relevant Board Meeting to see:
  - Whether necessary changes have been made in the Policy as per the regulatory requirements.
  - Whether the Strategic Planning Committee (SPC) has been constituted and approved by the Board.
3. To verify whether the roles & responsibilities along with delegation of powers are clearly defined.
4. To check and verify the policy that parameters for analyzing and formulating objectives have been identified.

## **II. Documentation**

1. To check and verify whether the minutes approved by the Board are maintained.
2. To verify that Record of Achievement is maintained.
3. To verify that Register of letters received from the MoF is maintained.
4. To check and verify whether a strict authorization is put in place for the modifications.
5. To check and verify that all relevant documents related to Corporate Planning are maintained.

## **III. Monitoring and Review**

1. To check the Policy whether the SPC has instituted a transparent monitoring mechanism for implementation of the Strategic Plans.
2. To check Record of Achievement whether the corporate strategy/plans have been monitored.
3. To check and verify the Register of letters received from MoF whether letter have been sent on timely basis.
4. To check the minutes whether any recommendations are given to the Board.

## **IV. Compliance and Reporting**

1. To check the minutes:
  - Whether the letter received and sent to the MoF are presented in the Board meeting.
  - Whether the Record of Achievements are presented in the Board meeting.
2. To check and verify by Corresponding with MoF that Record of Achievements have been sent to the MoF.
3. To verify with the Compliance Department that the department is reporting with respect to their compliance.
4. To verify with the Board and ACB that the department is reporting all the significant information to them.

## **13. HUMAN RESOURCE DEPARTMENT (HRD)**

### **I. HR Policy**

1. To check whether the IIFCL has put in place a well-defined policy to oversee the function of HR Department.
2. To check the minutes of the relevant Board Meeting to see:
  - Whether the policy have been approved by the Board.
  - Whether necessary changes have been made in the Policy as per the regulatory requirements.
  - Whether the HR committee has been constituted and approved by the Board.
3. To verify whether the roles & responsibilities along with delegation of powers are clearly defined.
4. To verify and ensure that new positions created were approved by the Board and were requested by the concerned department.
5. To verify whether Seniority record is being maintained in line with Staff Service regulation and subsequent office orders.

## **II. Selection Process/ Training Process/ Probation Period/ Promotion**

1. To verify that the appointment/re-employment was duly approved by the Competent Authority.
2. To verify that appropriate guidelines followed while allocating initial pay scale to a new recruit.
3. To verify and ensure that all the necessary and relevant documents were obtained from the new recruit.
4. To ensure that adequate approval was received by the competent authority for imparting of training to officers.
5. To verify, whether any employee was reverted during the period of probation and whether appropriate procedure was followed before the decision.
6. To ensure that request for creation of User ID and password was forwarded in a time bound manner by HR Dept. to IT Dept.
7. To verify whether promotion exercise of the employees is being conducted in line with the Staff Service Regulation and subsequent changes in policies/ regulations.

## **III. Payroll and Payment Processing**

1. To check and verify that computation of salary of employees are accurate and paid on timely basis.
2. To ensure that advance/loan to employees was duly approved.
3. To verify whether payments of eligible perquisites and other allowances being processed timely and that the employees are suitably informed of the changes in perquisites and allowances.

## **IV. Leave Process and related General Regulations**

1. To check and verify record of leaves of the employees.
2. To ensure that leaves was duly approved and authorized.

## **V. Bonus and Pension**

1. To ensure that bonus is granted on timely basis.
2. To ensure that bonus was duly approved.
3. To ensure that pension was accurately calculated.

#### **VI. Employee Loan**

1. To examine and ensure that any loan given by the company is not in contravention of the provisions of section 185 of the Companies Act, 2013.
2. To check whether the company provides all details with respect to sanctioning of loans to employees to the Audit Officers.

#### **VII. Termination/ Retirement & Superannuation/ Full & Final Settlement**

1. To verify that duly approved process was followed with regards to termination/retirement & superannuation/resignation.
2. To verify and ensure that termination/retirement & superannuation/resignation was duly authorized by the concerned department and competent authority.
3. To ensure that full & final settlement of outgoing employees was accurately calculated and reconcile with the Accounts Department.

#### **VIII. Outsourcing of Manpower**

1. To check and ensure that the procedures to outsource the manpower are clearly defined and followed.
2. To check and examine that whether, before outsourcing of manpower, human resource department has evaluated the resources (manpower) available within the company and taking appropriate approval from the competent authority for the same.
3. To check, as a part of oversight responsibilities, whether human resource department has ensured that outsourcing of manpower will bring professional expertise or knowledge within the company.

#### **IX. Documentation**

1. To verify the medical bills, insurance policy and other relevant documents.
2. To verify the documents submitted by employees while availing LTC.
3. To verify whether record of service is being maintained appropriately for each employee.
4. To ensure that master data of employees is maintained.

#### **X. Monitoring and Review**

1. To ensure that proper monitoring and review are done.
2. To check and verify monitoring & review report.
3. To ensure that all employees performance are reviewed.

#### **XI. Compliance and Reporting**

1. To ensure that FORM D is maintained for employee register.

2. To ensure that all the other compliances as per the regulatory requirements are followed.
3. To verify with the Compliance Department that the department is reporting with respect to their compliance.
4. To verify with the Board and ACB that the department is reporting all the significant information to them.

## **14. CORPORATE SOCIAL RESPONSIBILITY (CSR) DEPARTMENT**

### **I. CSR Policy**

1. To check whether the IIFCL has put in place a well-defined policy to oversee the function of CSR Department.
2. To check the minutes of the relevant Board Meeting to see:
  - Whether the policy have been approved by the Board.
  - Whether necessary changes have been made in the Policy as per the regulatory requirements.
  - Whether the CSR committee has been constituted and approved by the Board.
  - Whether the CSR projects have been approved by the board.
3. To verify whether the roles & responsibilities along with delegation of powers are clearly defined.

### **II. Areas to be covered under CSR**

1. To check the minutes of the relevant Board Meeting to check:
  - Whether the CSR projects/activities selected are as per the Schedule VII of the Companies Act, 2013.
  - Whether the CSR projects/activities selected other than the Schedule VII are approved by the Board.
2. To check and verify Annual CSR Budget whether the CSR amount has been equitably allocated or spent in a specific project/activity.

### **III. Budget Allocation**

1. To check the Annual CSR Budget, approved by the Board whether the CSR budget is as per the provisions of the Companies Act, 2013.
2. To check the Annual CSR Report:
  - Whether the budget allocated for CSR activities are spent within the same financial year or carried forward to the next year.
  - Whether the administration expenses is within the limit.

### **IV. CSR Implementation**

1. To check the minutes of the relevant Board meeting whether the CSR activities have been undertaken by IIFCL itself or from External Agencies.
2. To check and verify the documents received from the external agencies about their track records.



3. To check and verify the Social Audit Report whether the CSR committee has identified the major-socio economic changes.
4. To check the CSR policy and verify that whether the CSR committee has a process of deploying its own officers or hired agencies to conduct social impact surveys.

#### **V. Documentation**

1. To check and verify whether the minutes approved by the Board are maintained.
2. To check and verify whether a strict authorization is put in place for the modifications.
3. To check and verify that all relevant documents related to CSR projects/activities expenses and disbursement are maintained.

#### **VI. Monitoring and Review**

1. To check the CSR Policy whether the CSR committee has instituted a transparent monitoring mechanism for implementation of the CSR projects/programs.
2. To check Site Visit Report whether CSR projects/activities are being monitored.
3. To check and verify Funds Disbursement Register for monitoring the disbursement of the funds as per the guidelines.

#### **VII. Compliance and Reporting**

1. To check the IIFCL's Board Report:
  - Whether the IIFCL have been complied with the provisions of Section 135 of the Companies Act, 2013.
  - Whether the CSR committee is disclosed.
  - Whether the reason for not spending the CSR funds is disclosed.
2. To check the IIFCL's Annual Report whether Board's Report on CSR is being included.
3. To verify with the Compliance Department that the CSR department is reporting with respect to their compliance.
4. To verify with the Board and ACB that the CSR department is reporting all the significant information to them.

### **15. RTI & GRIEVANCE DEPARTMENT**

#### **I. Policies and Procedures**

1. To check whether the IIFCL has put in place a well-defined policy to oversee the function of RTI Department.
2. To check the minutes of the relevant Board Meeting to see whether the policy have been approved by the Board.
3. To check and verify whether there have been a grievance cell and grievance redressal committee.
4. To ensure approval obtained from the Competent Authority for any modifications.

#### **II. Consideration of Application and Reply of RTI and Grievances**

1. To check and verify that information have been provided to the applicants within the stipulated time.
2. To ensure that IIFCL complies with RTI Act, 2005 with respect to exemption from disclosure of certain information.
3. To verify that appropriate reasons have been given for rejecting any application of request.

### **III. Documentation**

1. To check and verify whether the register have been prepared for all the applications received.
2. To verify that all documents are preserved and maintained in appropriate way.

### **IV. Monitoring/Review/Reporting**

1. To check monitoring and review report.
2. To ensure that statements have been filed with the recognized stock exchange (s) with respect to status of the complaint received.
3. To ensure that IIFCL complies with section 25 of RTI Act, 2005.

## **16. ENVIRONMENTAL AND SOCIAL MANAGEMENT UNIT (ESMU)**

### **I. Environmental and Social Safeguard Policy**

1. To check whether the IIFCL has put in place a defined policy to oversee the function of ESMU Department.
2. To check the minutes of the relevant Board Meeting to see:
  - Whether the policy have been approved by the Board.
  - Whether necessary changes have been made in the Policy as per the GOI environmental policy and approved by the Board.
  - Whether the Executive committee has been constituted and approved by the Board.
3. To verify whether the roles & responsibilities along with delegation of powers are clearly defined.
4. To ensure that IIFCL has placed required Environmental and Social safeguard specialist with requisite expertise and knowledge within ESMU.
5. To check and ensure that adequate training of personnel has given for capacity development in Environmental and Social Safeguard Frameworks.

### **II. Environmental and Social Safeguard Framework**

1. To ensure that IIFCL has clearly established Environment and Social Safeguard Framework and its objectives.
2. To examine and ensure that ESMU has properly followed the ESSF to achieve its objectives in appropriate manner.

3. To check and verify that ESMU has obtained all relevant documents necessary for Environmental and Social Due Diligence (EDD) from project developer, as per applicability.
4. To examine and ensure that due diligence report has been prepared based on the desk review of the environmental and social safeguard documents as made available by the borrower, site visit by the environmental and social safeguard specialist of IIFCL and information available on public domain.

### **III. Documentation**

1. To ensure that ESMU has properly maintained and kept all documents relating to the department at a safe place.
2. To check and verify whether a strict authorization is put in place for the modifications.

### **IV. Monitoring and Review**

1. To review and ensure that ESMU has periodically reviewed and updated Environmental and Social Safeguards Framework (ESSF) as per significant changes in GOI environmental policy and regulatory framework.
2. To examine and ensure that ESMU has prepared need based periodic environmental and social performance report based on the review of the periodic monitoring reports for the projects and site visit observations.
3. To check whether IIFCL has monitored the Environmental Quality Reports during operations phase and Social Safeguard Monitoring (SSM) Report for various project activities.
4. To examine and ensure that ESMU has been checked the project under direct lending and takeout finance for compliance with the quality checks applicable at various stages of project cycle, based upon available documents, which posed DFI's line of credit.
5. To check whether ESMU has conducted need based annual audit based on the safeguards compliance information received from project developers.

### **V. Compliance and Reporting**

1. To ensure that financing on the projects by the IIFCL comply with applicable government requirements.
2. To check and verify Environment and Social Due Diligence Report (ESDDR) that projects are complying with applicable government requirements and DFIs safeguard requirements.
3. To examine and ensure that ESMU has reported to IIFCL management if there is any serious non-compliance found in any project which is approved under DFI lines of credit, as and when required.
4. To ensure that ESMU has reported about Safeguards Compliance status of approved projects under different DFI lines of credit.

## **17. CORPORATE COMMUNICATION DEPARTMENT (CCD)**

### **I. Corporate Communication Policy**

1. To check whether the IIFCL has put in place a well-defined policy to oversee the function of Corporate Communication Department.
2. To check the minutes of the relevant Board Meeting to see:
  - Whether necessary changes have been made in the Policy and approved by the Board.
  - Whether the Corporate Communication Committee has been constituted and approved by the Board.
3. To verify whether the roles & responsibilities along with delegation of powers are clearly defined.
4. To verify the minutes that appointment of officers is approved by the Competent Authority.
5. To verify the policy that a team of communication specialists are convened.

## **II. Communication Tools/ Training/ Security/ Empanelment of Agencies**

1. To check whether the Department budget is appropriate and sufficient.
2. To verify with the IT department whether the Communication tools or technologies are effective.
3. To verify that training is conducted for effective communication.
4. To check that approval obtained from the Competent Authority for access of records.
5. To verify Hiring/Appointment Letter that Empanelment of Agencies is hired.
6. To verify authorization sheet that approval is obtained for hiring the Empanelment of Agencies.

## **III. Documentation**

1. To check and verify whether a strict authorization is put in place for the modifications.
2. To check and verify that all relevant documents related to Corporate Communication are maintained.

## **IV. Monitoring and Review**

1. To ensure that policy was reviewed and necessary amendment has been made.
2. To ensure that website is monitored regularly.
3. To review daily checklist for any irregularity and to ensure that any action, if required, had been taken in a time bound manner.

## **V. Compliance and Reporting**

1. To monitor IT related security violations and corrective actions to be taken thereof.
2. To verify with the Compliance Department that the department is reporting with respect to their compliance.
3. To verify with the Board and ACB that the department is reporting all the significant information to them.

## **18. MULTILATERAL/ BILATERAL AGENCIES/ WORLD BANK & PROCUREMENT**

### **I. Multilaterals/ Bilateral Agencies/ World Bank Agreements**

1. To check whether the IIFCL have the agreements with Multilaterals/Bilateral Agencies.
2. To check and verify with the minutes that Multilateral Agreements are approved by the Board.
3. To ensure that allotment of funds are as per the prescribed guidelines.
4. To ensure that the roles & responsibilities along with delegation of powers are clearly defined.

## **II. Proposal Receipts and Acknowledgement**

1. To check and ensure that proposal disposal register is updated on regular basis.
2. To ensure that review has been conducted for measuring the Standard of Advance (Creditability).

## **III. Progress Report of Lines of Credit**

1. To check and verify date of submission whether ESDDR reports were timely submitted to DFIs.
2. To check and verify the funds received from DFIs with the Account Statements.
3. To check and verify the documentation in respect of appropriate utilization of Line of Credit.
4. To verify the reasons for non-utilization of Line of Credit.

## **IV. Documentation**

1. To check and verify whether the minutes approved by the Board are maintained.
2. To ensure approval obtained from the Competent Authority for any modifications.
3. To check and verify that all relevant documents are maintained and preserved in appropriate and complete manner.

## **V. Monitoring and Review**

1. To ensure that project progress report/completion report/semi-annual review reports are submitted within the prescribed timeline to the Multilateral Institutions.
2. To ensure that site visit of projects funded through Multilateral Institutions was carried out.
3. To ensure that Audited Financial Reports of the projects were submitted on timely basis.
4. To ensure that IIFCL's Annual Audited Report was submitted to Multilateral Institutions.
5. To check monitoring & review report.

## **VI. Compliance and Reporting**

1. To ensure that Project Evaluation Reports (PER) were shared with the DEA.
2. To ensure that Preliminary Project Report (PPR) was prepared.
3. To ensure that details of Lines of Credits are disclosed in the Annual Report.
4. To verify with the Compliance Department that the department is reporting with respect to their compliance.
5. To verify with the Board and ACB that the department is reporting all the significant information to them.

## 19. RAJBHASHA DEPARTMENT

### I. Rajbhasha Policy

1. To check whether the IIFCL has put in place a well-defined policy to oversee the function of Rajbhasha Department.
2. To check the minutes of the relevant Board Meeting to see:
  - Whether the policy have been approved by the Board.
  - Whether the official language committee has been constituted and approved by the Board.

### II. Uses of Hindi Language and Training Programme

1. To verify that all resolutions, orders, notifications are issued in bilingual form.
2. To cross verify with the HR department regarding the hiring of Hindi stenographers and Hindi typist.

### III. Allocation of Budget

1. To check whether the Annual budget is appropriate and sufficient, and approved by the Board.
2. To check and verify Budget Expenditure sheet that expenses occurred as per the budget allocated.

### IV. Monitoring/Review/Submission of Reports

1. To check the monitoring and review reports.
2. To check and verify whether a strict authorization is put in place for the modifications.
3. To check inspection report.
4. To check and verify by communicating with the Official Language Department whether the Quarterly progress reports is submitted.

**Annexure – II**

**LETTER OF PROPOSAL SUBMISSION**

(Location, Date)

To,  
The Internal Auditor  
India Infrastructure Finance Company Ltd (IIFCL)  
Plate A & B, Tower 2, 5<sup>th</sup> Floor  
NBCC Centre, East Kidwai Nagar  
Delhi – 110 023

Dear Sir/Ma'am,

We the undersigned, offer to provide the Professional Services to assist IIFCL in conducting Risk Based Internal Audit (RBIA) of IIFCL for FY 2024-25 in accordance with your Request for Proposal no. \_\_\_\_\_ dated..... We are hereby submitting our bid/proposal, which includes this Technical Bid/Proposal, and a Financial Bid/Proposal. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We understand you are not bound to accept proposal you receive.

2. Tender Fee: We have remitted the Tender Fee vide UTR No. \_\_\_\_\_.
3. Earnest Money Deposit (EMD): We have remitted the EMD vide UTR No. \_\_\_\_\_. The EMD is liable to be forfeited in accordance with the provisions mentioned in the RFP
4. We agree to keep this offer valid for 180 (One Hundred & Eighty) days from the last Date of submitting the proposal specified in the Invitation.
5. We agree to undertake the assignment, if allotted by you, as per the scope of work.
6. We agree and undertake to abide by all the terms and conditions of the RFP. We submit this Bid/Proposal under and in accordance with the terms of the RFP.
7. We certify that we fulfil the eligibility criteria as mentioned in the RFP and relevant documents for the same have been attached with this proposal.
8. We certify that we have not been black listed/debarred/ disqualified by any regulatory/ statutory body or Government entity or any International/National agency/Private/public Bank for corrupt or fraudulent practices.
9. We are not declared as insolvent or any insolvency petition is pending against us in any court.
10. No criminal proceedings is pending or has ended up in conviction against us, including our directors/promoters/partners, in Court
11. We certify that we do not have an adverse litigation history.
12. We certify that we are not a related party to IIFCL as per Companies Act, 2013, as

amended from time to time.

13. We understand and agree that IIFCL at its sole discretion and determination may add any other relevant criteria for evaluating the proposals received in response to this Invitation and IIFCL has the right to accept or reject any or all applications submitted in response to the Invitation document at any stage without assigning any reason thereof

Yours Sincerely,

(Signature, name and designation of the authorized signatory)

Date:

Place:

Mobile No/Telephone No/Fax

Email:

Website:

**Attached:**

1. Power of Attorney in favor of the authorized signatory along with valid authority letter – Annexure XI
2. KYC documents as per RBI guidelines
3. Declaration that the bidder must not have been under any declaration of ineligibility by any authority.
4. Certificate cum declaration of no conflict of interest – Annexure IV
5. Integrity Pact – Annexure V
6. Bidder Bank Details Form – Annexure VI
7. Format reflecting project experience - Annexure III
8. Format of Information – Annexure X



**Annexure III**
**FORMAT OF PROJECT EXPERIENCE**

Project credentials relevant to the criteria should be attached (As specified in the **Evaluation of Technical Proposal Clause**):

Project 1/2/.....

Name of the Client	
Assignment Description	
Project Type: Government/Govt Related Institutions	
Please specify whether Central Govt./Name of State Govt/UTs/Govt. Related Institutions	
Assignment fee charged(in INR Lakh )	
Activities performed by the Bidder for the Project	
Year (start date; end date)	
Duration	
Contract Value (INR)	
*Attach the LOI/Contract for the Assignment	

Signature .....

In the Capacity of .....

Duly authorised to sign proposal for and on behalf of .....

Date .....

Place .....



Annexure IV

**CERTIFICATE CUM DECLARATION OF NO CONFLICT OF INTEREST**

It is certified that as on date, no conflict of interest exists, with any other organization, department or party(ies) with respect to the nature of work we \_\_\_\_\_ are applying for and that during the assignment we will not undertake any assignment/work/job which may affect the interest of the IIFCL.

Date:- \_\_\_\_\_

Bidder:-

Name:-

Place: - \_\_\_\_\_

Designation:-

Signature:-

**INTEGRITY PACT**

Between

India Infrastructure Finance Company Limited, a company within the meaning of the Companies Act, 2013, with corporate identification number U67190DL2006GOI144520, and having its Registered Office at 5<sup>th</sup> Floor, Office Block – 2, Plate A & B, NBCC Tower, East Kidwai Nagar, New Delhi - 110023 (hereinafter referred to as “IIFCL” or “**The Principal**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors, transferees, assigns and novatees);

And

-----, (Agency/Firm) hereinafter referred to as “**The Bidder/Contractor/Consultant**”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Contractor(s)/ Consultant(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitors, (“Monitor”) (“IEMs”) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members , will in connection with the tender for, or the execution of a contract, demand , take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

*Small*

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)/ Consultant(s)**

The Bidder(s)/ Contractor(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder(s)/ Contractor(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder(s) / Contractor(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
3. The Bidder(s) / Contractor(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s)/ Consultant(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder(s)/Contractor(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) )/ Contractor(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the Guidelines on Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s)/ Consultant(s). Further as mentioned in the guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
5. The Bidder(s) /Contractor(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
6. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
7. The Successful bidder(s) signing the integrity pact shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.



### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s)/ Consultant(s) from the tender process.

Any violation of integrity pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other financial rules/guidelines etc. as may be applicable.

### **Section 4- Compensation for Damages**

1. If the Principal has disqualified the Bidder(s)/Contractor(s)/Consultant(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD) / Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contract(s)/Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Consultant(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
2. If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/ Performance Bank Guarantee furnished by the Consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General / Special Conditions of Contract.

### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

### **Section 6 - Equal treatment of all Bidders /Contractors/Subcontractors/Consultant(s)**

1. The Bidder(s)/ Contractor(s)/ Consultant(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/ Consultant(s) and Sub-contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



### **Section 7 - Criminal charges against violating Bidder(s)/Contractor/Sub Contractor/ Consultant(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor/ Consultant(s) or Subcontractor or of an employee or a representative or an associate of a Bidder, Contractor Consultant(s) or Sub contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 - Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor in 24 months after the last payment under the contract.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Managing Director of IIFCL.

### **Section 9 - Independent External Monitor**

1. The Principal appoints competent and credible Monitor for this Pact after approval by Central Vigilance Commission (CVC). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents, whenever required. It will be obligatory for him /her to treat the information and documents of the Bidders as confidential. He/she reports to the MD/DMD, IIFCL.
3. The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project/assignment documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project/assignment documentation.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the Monitor shall inform MD/DMD, IIFCL and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project/Assignment provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the MD/DMD of Principal and request the MD/DMD to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations.



**RFP for Engagement of CA Firm to assist IIFCL in RBIA**

7. The Monitor will submit a written report to the MD/DMD, IIFCL within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the MD/DMD IIFCL.
9. If the Monitor has reported to the MD/DMD IIFCL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD/DMD IIFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word 'Monitor' would include both singular and plural.
11. Issues like warranty/guarantee etc. should be outside the purview of duties of IEMs.
12. In case of any misconduct by an IEM, the MDDMD should bring it to the notice of the Central Vigilance Commission detailing the specific misconduct for appropriate action at the commission's end.
13. IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
14. The role of CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately be investigated by the CVO in terms of the provisions of the CVC Act or vigilance manual, if a complaint is received by him/her or directed to him/her by the commission.

**Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the bidders/contractors/consultant(s) is a partnership, a joint venture or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact (IP) by the sub-contractor. It is to be ensured that all sub-contractor also sign the integrity pact.



**RFP for Engagement of CA Firm to assist IIFCL in RBIA**

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For adoption and implementation of Integrity Pact at IIFCL Central Vigilance Commission has appointed Independent External Monitors (IEMs) as details are given in **Annexure A**.



\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor Consultant)

(Office Seal)

(Office Seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1: -  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness 2: -  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_





**RFP for Engagement of CA Firm to assist IIFCL in RBIA**

**“Annexure A”**

Central Vigilance Commission (CVC) has appointed Sh. Vishwa Pawan Pati and Sh. NathuLal Meena as Independent External Monitors (IEMs) for adoption and implementation of Integrity Pact (IP) at IIFCL and will have access to all contract documents.

**Name:** Shri Nathulal Meena **Contact details:** ([nlmeena1@gmail.com](mailto:nlmeena1@gmail.com))

**Name:** Shri Vishvapavan Pati **Contact details:** ([vpati2000@yahoo.com](mailto:vpati2000@yahoo.com))



**BIDDER BANK DETAILS FORM**

**(Please fill in the information in CAPITAL LETTERS)**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ Pin code \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

**3. Particulars of Bank account:**

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.		Account Type	
Account No.		IFSC	

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold IIFCL responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI RTGS/NEFT.

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Signature of the party / Authorized  
Signatory

Certified that particulars furnished above are correct as per our records.

Bank's stamp :

Date :

(Signature of the Authorized Official from the Banks)

N.B.: RTGS/NEFT charges if any, is to be borne by the party



Annexure VII

**FINANCIAL PROPOSAL SUBMISSION LETTER**

(Location, Date)

To,  
The Internal Auditor  
India Infrastructure Finance Company Ltd (IIFCL)  
Plate A & B, Tower 2, 5<sup>th</sup> Floor  
NBCC Centre, East Kidwai Nagar  
Delhi – 110 023

Dear Sir/Madam,

We the undersigned, offer to provide the Professional Services to assist IIFCL in Risk Based Internal Audit (RBIA) of IIFCL for FY 2024-25 in accordance with your Request for Proposal no. \_\_\_\_\_ dated..... Our attached Financial Proposal is for the sum of Rs. .... (Insert amount (s) in words and figures). This Amount is exclusive of all taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to proposal shall result in rejection of our financial proposal.

- 2 We declare that the above quoted price is firm and shall remain valid for the entire period of the assignment. We further declare that the above quoted price is all inclusive (excluding taxes) payable to us under this assignment. We further agree that the quoted prices shall be deemed to cover for the full scope as aforesaid.
- 3 We further understand that where there are discrepancies between amounts stated in figures and words, the amount stated in words shall prevail.
- 4 We hereby confirm that any Income Tax, surcharge or any other tax as attracted under the law, we agree to pay the same to the concerned authorities.
- 5 We declare that the services will be rendered strictly in accordance with the RFP.
- 6 We confirm that in case our bid is accepted then the work would be taken up immediately and the work will be completed in time.
- 7 We confirm that the bank details required by IIFCL to release payment through electronic fund transfer system, has been furnished by us.

Yours sincerely,

Signature .....

In the Capacity of .....

Duly authorised to sign proposal for and on behalf of .....

Date .....

Place .....

Annexure VIII

FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

**Performance Security**

To  
The Internal Auditor  
India Infrastructure Finance Company Ltd (IIFCL)  
Plate A & B, Tower 2, 5<sup>th</sup> Floor  
NBCC Centre, East Kidwai Nagar  
Delhi – 110 023

(Hereinafter referred to as "IIFCL")

Whereas consequent to your Request For Proposal (RFP)/Tender No. .... dated ..... you have issued a Letter of Intent (LOI) dated \_\_\_\_\_ to M/s \_\_\_\_\_, having its corporate office at \_\_\_\_\_ (hereinafter referred to as "the Bidder") for rendering Professional Services to assist IIFCL in Risk Based Internal Audit (RBIA) of IIFCL for FY 2024-25.

Whereas as per the payment terms of the said RFP, the Bidder has to submit a Bank Guarantee from any scheduled commercial bank, in favor of IIFCL.

And whereas, we, \_\_\_\_\_ Bank, having our branch office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") on the request of the bidder hereby expressly and unreservedly undertake and Guarantee to pay to IIFCL, a sum not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being 10% (ten percent) of the value of the RFP, in the event of any breach by the Bidder of the obligations under your said Contract, or reasons attributable to the Bidder on account of the same. This Guarantee shall be limited to an amount not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). IIFCL may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Bidder, we the Guarantor shall make the payment under this Guarantee to IIFCL within 24 (twenty-four) hours of receipt of written claim / demand.

We, the Guarantor, further confirm that a mere letter from the IIFCL that there has been a breach by the Bidder of its obligations or there are sufficient reasons for invoking this

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Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between IIFCL and the Bidder, indulgence to Bidder by IIFCL with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security IIFCL possess against the Bidder.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of IIFCL, Guarantor or the Bidder. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

This Guarantee shall remain in full force and effect for a period of 1 (one) year from the date of the commencement of Consultancy services/Assignment, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under. Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date :

Place :

For \_\_\_\_\_  
(Branch and Bank)

**Annexure IX**

**INDEMNITY & CONFIDENTIALITY DECLARATION TO BE SIGNED BY THE  
BIDDER**

(To be filled in by Authorized Signatory of the Bidder while accepting the Assignment)

We,

1. Shri \_\_\_\_\_, son / daughter of Shri \_\_\_\_\_, aged about  
\_\_\_ years, Indian inhabitant residing at \_\_\_\_\_,

2. Shri \_\_\_\_\_, son / daughter of Shri \_\_\_\_\_, aged about  
\_\_\_ years, Indian inhabitant residing at \_\_\_\_\_,

3. Shri \_\_\_\_\_, son / daughter of Shri \_\_\_\_\_, aged  
about \_\_\_ years, Indian inhabitant residing at \_\_\_\_\_, the partners of  
\_\_\_\_\_, a partnership firm carrying on its business at  
\_\_\_\_\_ (hereinafter referred to as "Firm") do hereby solemnly declare and state  
as follows:

(i) We say that we are the partners of the firm.

(ii) We will keep information related to IIFCL confidential and will not divulge to any outside agency or person without written consent from IIFCL. This shall include passwords, access codes, pass phrases used by the personnel of my company. We will ensure that any user ids / manuals / IIFCL related information in printed / soft form / hardware items used by the personnel of our company shall be returned / handed over to the concerned person in IIFCL upon the completion of the task assigned to the company or as per the guidelines issued by IIFCL.

(iii) We shall also indemnify and keep IIFCL indemnified and hold IIFCL, its employees, personnel, officers, directors, harmless from and against any and all losses, damages, costs, claims and expenses whatsoever which IIFCL may suffer, pay or incur by reason of or in connection with any such default on the part of the \_\_\_\_\_ (Entity /company).

Date: Signature of Authorized Signatory .....

Place: Name of the Authorized Signatory .....

Designation - .....

Name of the Organization - .....

Seal



**Annexure X**

**FORMAT OF INFORMATION**

(On the letter head of the Entity submitting the bid document)

To  
The Internal Auditor  
INDIA INFRASTRUCTURE FINANCE COMPANY LTD (IIFCL)  
Plate A & B, Tower 2, 5<sup>th</sup> Floor  
NBCC Centre, East Kidwai Nagar  
Delhi – 110 023

With reference to RFP/Tender No. \_\_\_\_\_ dated \_\_\_\_\_ issued by IIFCL; we submit our details as under:

1. Name of Organization
2. Web Site
3. Date of Establishment/Incorporation/Commencement of Business
4. Goods & Service Tax Registration Number
5. Permanent Account Number
6. Particulars of the Authorized Signatory of the Bidder
  - Name
  - Designation
  - Address
  - Phone Number(Landline)
  - Mobile Number
  - Fax Number
  - E-Mail Address
7. Provide Project Manager & Project Team names in a separate annexure (Bidder shall appoint an experienced project manager dedicated to the project execution. The bidder should provide CV of Project Manager that demonstrated proved experience in executing projects similar in scope & complexity)
8. Details of Project Team members who will be assigned for undertaking responsibilities listed under the Scope of Work in the RFP, to the extent available at the time of bid submission

S.No	Name	Qualification	Certifications	Core Competency	Total experience (years)	Exp. With the Entity (Years)
1						
2						
3						
4						
5						

(Add additional rows as per requirement)

9. Number of Offices/establishments in various parts of the country
10. Contact Person Details:
  - Name:
  - E-mail:
  - Phone:



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It is certified, to the best of my knowledge and belief, all the information provided above is correct.

Signature of Authorized person (in full and initials)

Name and Title of Signatory:

Seal of Entity

(Signature and seal of audit entity to be put on all pages of Annexure)





**LETTER OF AUTHORIZATION TO BID**

To  
The Internal Auditor  
INDIA INFRASTRUCTURE FINANCE COMPANY LTD (IIFCL)  
Plate A & B, Block- 2, 5<sup>th</sup> Floor  
NBCC Tower, East Kidwai Nagar  
Delhi – 110 023

Dear Sir/Madam,

With reference to your RFP/Tender No. \_\_\_\_\_ dated \_\_\_\_\_, Mr./ Ms. \_\_\_\_\_ is hereby authorized to sign the bid documents and the contract on behalf of our organization for the given scope of work vide IIFCL's Request for Proposal. He/ She is also authorized to take decisions on behalf of the organization till the RFP process is completed.

Certified photocopy of Power of Attorney (PoA) of the person authorizing such person is duly submitted.

The specimen signature is attested below:

Specimen signature of the Representative

Signature of the Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized Signatory /authority is to be submitted)

**Note:**

1. This letter of authority should be on the letterhead of the Bidder on whose behalf the proposal is submitted and should be signed by a person competent and having the Power of Attorney to bind the Bidder. It should be included by the Bidder in its proposal.