



**REQUEST FOR PROPOSAL FOR APPOINTMENT OF FIRM
FOR CONDUCTING RISK BASED INTERNAL AUDIT (RBIA)
AND CONCURRENT AUDIT OF SELECT TRANSACTIONS**

Tender ID No. FA-1/3023/2020/KIIFB (S-2)

(RFP to be uploaded thru e- Tender portal of Govt. of Kerala as instructed hereunder)

KERALA INFRASTRUCTURE INVESTMENT FUND BOARD

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**REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF
A FIRM FOR CONDUCTING RISK BASED INTERNAL AUDIT (RBIA) AND
CONCURRENT AUDIT OF SELECT TRANSACTIONS**

Key Information on the RFP Response Submission

<u>Sl. No.</u>	<u>Particulars</u>	<u>Timeline</u>
1.	RFP Issuance Date	18-05-2021
2.	RFP Co-ordinator	Chief Auditor, KIIFB
3.	Telephone	+919495317170
4.	E-mail	chiefadtr@kiifb.org
5.	Address for Proposal Submission/authorised Tender inviting authority	Joint Fund Manager Kerala Infrastructure Investment Fund Board 2 nd Floor, Felicity Square, MG Road, Statue, Thiruvananthapuram Pin – 695001, Kerala, India. ☎: +91 (0471) 2780900
6.	Last Date of Written request on Pre-Bid queries 2.10.1(e)	25-05-2021
7.	Last date of reply on Pre-bid queries	28-05-2021
8.	Last Date of Submission of RFP Response (Closing Date)	03-06-2021
9.	Eligibility Cum Technical Proposal Opening Date	04-06-2021
10.	Financial Proposal Opening	The Financial Proposals of only those who qualify in Technical Proposal will be opened. The date for opening of the Financial Proposal would be communicated separately only to those bidders who are eligible and technically qualified.

Definition of Terms used in the RFP:

Following terms are used in the document interchangeably to mean:

1. 'Assignment/ Job/ Engagement' means the work to be performed by the selected Bidder pursuant to the Contract.
2. 'Board or KIIFB' means Kerala Infrastructure Investment Fund Board.
3. '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.
4. 'Day' means calendar day
5. 'Disclosing parties/ Receiving Parties/ Party/ Parties' means Kerala Infrastructure Investment Fund Board and Successful Bidder or both as the case maybe
6. 'Personnel/ Resources' means professionals and support staff provided by the selected Bidder
7. 'Proposal/ Bid/ Tender' means Response to the RFP Document
8. 'Recipient, Respondent, Consultant and Bidder' means interested and eligible applicants responding to this RFP for Appointment of Audit Firm for Conducting Risk based internal audit (RBIA) and Concurrent Audit of select transactions.
10. 'RFP' means the Request for Proposal document
11. 'Successful/ Selected Bidder' means the bidder selected as the successful bidder by the Board in accordance with this RFP who is also referred to as 'Auditor'.

Confidentiality

This document is meant for the specific use by the Company/person/s interested to participate in the RFP process. This document in its entirety is subject to Copyright Laws. KIIFB expects the respondent or any person acting on behalf of the respondent to strictly adhere to the instructions given in the document and maintain confidentiality of information. The consultants will be held responsible for any misuse of information contained in the document and are liable to be prosecuted by the Board, if such a circumstance is brought to the notice of the Board. By downloading the document, the interested party is subject to the confidentiality clauses.

1. INTRODUCTION

1.1 Purpose

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Kerala Infrastructure Investment Fund Board ('the Board') **to engage a competent firm for Conducting Risk based internal audit (RBIA) and Concurrent Audit of select transactions.**

The RFP document is not recommendation, offer or invitation to enter a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Board and any successful firm as identified by the Board, after completion of the selection process as detailed in this RFP document. The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or

desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Board in relation to the provision of services. Neither the Board nor any of its directors, officers, employees, agents, representative, contractors, or advisors gives any representation or warranty (whether oral or written), expressed or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

1.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Board and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ('Losses') suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Board or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

1.4 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient/ Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Board, will be borne entirely and exclusively by the Recipient/ Respondent.

1.5 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.6 Evaluation of Offers

Each Recipient acknowledges and accepts that the Board may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Consultant/ Auditor, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer responses to this RFP and must not be construed as any agreement or contract or arrangement nor would it construe as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.7 Errors and Omissions

Each Recipient should notify the Board of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

1.8 Acceptance of Terms

A Recipient will, by responding to the Board's RFP document, be deemed to have accepted the terms as stated in this RFP document.

2. TERMS OF THE RFP RESPONSE/SUBMISSION

2.1. Registration of RFP Response

The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e- mail, the RFP is liable to be summarily rejected. All submissions, including any supporting documents, will become the property of the Board. The Recipient shall be deemed to have licensed, and granted all rights to, the Board to reproduce the whole or any portion of their submission for the purpose of evaluation.

2.2 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of 90 days from the Commercial Bid opening date.

2.3 Duration of Contract

The contract will be valid for one year from the date of work order which is extendable on mutual consent. Board will enter into a service contract with successful bidder for a period of 1 year from the date of work order. KIIFB Financial Year is April to March & as such the contract or work order will be issued accordingly.

2.4 Communication on the RFP

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in the RFP. The Board will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as Addendum to the RFP and will be published on the Boards website/e-Tender portal of Govt. of Kerala. However, the Board will not answer any communication initiated by the Respondents beyond the dates provided in “**Key Information on the RFP Response Submission**”.

The Board may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent’s response.

Respondents should invariably provide details of their email address as any clarifications required by the Board against the response to the RFP will only be communicated to the Respondent via email. If Board in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Board reserves the right to communicate such response to all Respondents.

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

2.5 Notification

The Board will notify all the Respondents in writing or may publish in website/e-Tender portal post completion of the RFP Evaluation on the outcome of the process. The Board is not obliged to provide any reasons for any such acceptance or rejection.

2.6 Disqualification

Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the Board.

2.7 Language

The RFP response prepared by the bidder, as well as all correspondence and documents relating to the RFP exchanged by the Consultant and the Board and supporting documents and printed literature shall be in the English language only.

2.8 Formats of Bids

The Bidder should use the formats prescribed by the Board in submission of the RFP Response. The Board reserves the right to ascertain information from the boards and other institutions to which the consultants have rendered their services for execution of similar projects.

2.9 Timeframe

The timeframe is provided at the start of this document for the overall selection process. The Board reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested bidders are expected to adhere to these timelines. However, the Board reserves the right to change the timelines. The Board will publish changes if any to the RFP on the website of the Board/e-Tender portal of Govt of Kerala; interested bidders are requested to check above sources for all communication until the date of the Proposal submission.

RFP Response Submission- Eligibility, Technical & Financial bids

2.10.1 Eligibility

- a) The Eligibility & Technical Proposals shall be uploaded as separate file/folder in e-tender portal as in 2.10.4 and hard copies submitted in sealed envelopes super scribing:

‘ELIGIBILITY CUM TECHNICAL PROPOSAL FOR KERALA INFRASTRUCTURE INVESTEMENT FUND BOARD - ‘to engage a firm for Conducting Risk based internal audit (RBIA) and Concurrent Audit of select transactions’ SUBMITTED BY” on the top of the sub-envelope containing the Eligibility Bid. **DETAILS of the FIRM** should be provided on the main envelope as well as sub envelopes which include:

Firm Person Name : _____
e-mail address : _____
Contact Number : _____

- b) This envelope pattern to be followed in grouping document in folders in pdf files while uploading documents to e-tender portal as instructed in 2.10.4

c) Eligibility cum Technical Proposal ELIGIBILITY CRITERIA (Annexure-02)

Sl. No.	Details	Support Documents to be submitted
1	The Bidder should be a CA Firm Partnership/ Limited Liability Partnership (LLP) registered or Incorporated in India with at least 5 years of existence in the field of Audit and Advisory Services.	Certified copy CA institute Firm Card in case of Partnerships and Registration Certificate of RoC (For LLPs).
2	The core business of the Bidder should be providing audit, assurance and allied advisory services.	Copy ICAI Firm Card.

Sl. No.	Details	Support Documents to be submitted
3	The Bidder should have a minimum gross income of INR 1 Cr. in each of the three financial years (2019-20, 2018-19, 2017-18)	Certified copies of Audited Financial Statements or certificate from Auditors providing the revenue/ income details for the last three years with audit reports and notes on accounts Or Certificate from a CA certifying the Gross Income. (to be read along with Para 4.3/Sl. No.4)
4	The Bidder/ group company should not have been blacklisted/ debarred by any Government Financial Institutions/Boards RBI/ ICAI/ IBA/ Government/ Semi-Government departments/ PSUs/ or any other Institution or Agency in India in last 10 years	A self-declaration by the Bidder on Bidder's letter head. (read along with Annexure-1)
5	The Bidder/ group company is not owned or controlled by any director or officer/ employee of KIIFB or their relatives having the same meaning as assigned under the Companies Act, 2013.	A self-declaration by the Bidder on Bidder's letter head.
6	The audit firm should have at least 10 employees for Internal Audit and related Advisory services on their pay roll.	List of the employee on the letter head of the Company duly signed by Authorized Signatory. Total no of employees to be furnished. (to be read along with Para 4.3/Sl. No.1)
7	Office of the firm at Thiruvananthapuram with 3 years of functional presence.	Certificate of Incorporation. List of offices on letter head of the Company duly signed by Authorized Signatory.
8	The bidder should have executed at least 2 Internal Audits / Statutory Audit in BFSI segments in last 5 years.	Related Work Order or any other supporting documents as acceptable to Board. (Engagement Letter as well)

Only firms that fulfil **ALL** the eligibility criteria as mentioned above are entitled to participate in this Bid. The bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Consulting firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Board's discretion on 'Eligibility Criteria' is final.

d) ENVELOPE-1: (Eligibility Criteria): The requisite certificates and documents supporting the eligibility criterion should be submitted as per **Annexure-02 in Envelope-1** separately to the Board address as specified. (separate file/folder in e-tender portal as in 2.10.4)

e) Pre-Bid Queries:

The Firm should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications (preferably as written queries to the email of RFP Co-ordinator), if required. The bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communications regarding points requiring clarifications on doubts, if any, shall be given in writing to the RFP Co-ordinator by the intending bidders before the timelines specified.

2.10.2 Technical Proposal

- a) The Technical Proposal included as **Envelope-2** should be made in an organized, structured, and neat manner. Brochures/ leaflets should not be submitted in loose form.

The suggested format for submission of the Technical Proposal is as follows:

1. Technical Proposal Covering letter as per **Annexure-01**
2. Approach, Methodology and Work plan as per **Annexure-03**
3. Proposed Team Profile as per **Annexure-04**

9. A copy of the RFP along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions, should be included in Envelope-2.

b) ENVELOPE-2: Technical Proposal - (to be uploaded as separate file/folder in e-tender portal as in 2.10.4) Hard Copy of the uploaded documents should be placed in a sealed envelope super-scribed as **'TECHNICAL PROPOSAL'**. These two sealed envelopes (Envelop-1 & 2) must be placed in a single sealed envelope super-scribed as **'Technical Bid: For Conducting Risk Based Internal Audit (RBIA) and Concurrent Audit of select transactions.'** (see 2.10.4)

- c) The Technical Proposal should be complete in all respects and should contain all information as specified in the RFP, with the exclusion of the Financial Proposal. The Technical Proposal should not contain any price information; any firms disclosing the Financial Proposal information in the Technical Proposal will be summarily rejected. The Technical Proposal should mandatorily indicate the ideas, solutions and processes suggested in 'Scope of Work'.
- d) All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the firm. The number should be unique serial number across the document. The Bidder should provide documentary evidence of the authorised signatory for the purpose of this RFP.
- e) The RFP response shall be in the English language only. The contact name, e-mail ID and telephone numbers (mobile & landline) of the firm shall also be indicated on the sealed cover.

2.10.3 Financial Proposal - (to be uploaded only in e-tender portal as in 2.10.4)

- a) The Financial Proposal should contain all relevant price information and should not contradict the Technical Proposal in any manner. There should be no hidden costs for items quoted. The offer must be made in Indian Rupees only and the offer should include all other charges and cess of any type, excluding statutory taxes. The Board is not responsible for the arithmetical accuracy of the bid. The Bidder will have to ensure all calculations are accurate.
- b) The Board at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Board at a later date will not accept any plea of the Bidder or changes in the commercial offer for any such assumptions.
- c) Applicant should quote fees as per the **Annexure-05** format provided by the Board while submitting the Financial Proposal.
- d) **Format for Financial Proposal:** The Financial Proposal needs to be provided in the template provided in **Annexure-05**. Kindly note that the Financial Proposal and Technical Proposals must be submitted separately as specified in e-tender portal. It is reiterated that if any envelope (hard copy) /file or folder (soft copy) is found to contain both Technical and Financial Proposals, such offers will be rejected by the Board.
- e) The Technical and Financial Proposals should not be conditional in any manner; any conditional Financial Proposal responses shall be rejected by the Board.
- f) Minimum fee for this assignment - ₹ 6.00 Lakh (Rupees Six lakh only) per year

2.10.4 IMPORTANT POINTS TO BE NOTED

- a) The Two separate sealed envelopes containing the **Eligibility Criteria** (Annexure-2) **Technical Proposal** as in 2.10.2, to be uploaded to e-tender portal along with submission of 2 sets of hard copy (should reach KIIFB within a week of submission thru e-tender portal)

Financial Proposal must be submitted only in e-tender portal. Submission of hard copy in any of the packets and uploading of Financial bid along with Technical bid will be considered as void. (see 2.10.3 (d) also.

TECHNICAL BID	to be uploaded in e-Tender portal	ENVELOPE-1	Eligibility Criteria as per Annexure-02	Hard copy (2 sets) to be submitted, should reach KIIFB within a week of submission thru e-Tender portal
	+ Hard copy (2 sets)	ENVELOPE-2	Technical Proposal See 2.10.2	
FINANCIAL BID	to be uploaded in e-tender portal only		Financial Proposal See 2.10.3 & Annexure-05	No hard copy (submission of hard copy will lead to disqualification)

Each of the above set of the Proposal must be labelled with the following information:

1. Technical/ Financial Proposal as applicable
 2. RFP Reference Number and Date
 3. Name of the firm
- b) The sealed Technical bid envelopes should be delivered to the authorised Tender inviting authority of the Board- Joint fund Manager, KIIFB at the postal address mentioned in the point '**Key Information on the RFP Response Submission**' (Sl. No.-5). The Board has nominated the RFP Co-ordinator to manage the bid process on behalf of the Board.
- c) All the queries and communication must be addressed to the RFP Co-ordinator from the Board.
- d) All envelopes should be securely sealed and stamped. Any discrepancy between the documents uploaded & hard copy submitted, the uploaded will prevail and considered as original.
- e) All letters must be addressed to the RFP Co-ordinator.
- f) All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Board form part of the final contract between the Board and selected Respondent.
- g) Unsigned responses would be treated as incomplete and are liable to be rejected.

3 TERMS OF REFERENCE

3.1 Introduction and Project Overview

Kerala Infrastructure Investment Fund Board (KIIFB) came into existence on 11.11.1999 under the Kerala Infrastructure Investment Fund Act 1999 (Act 4 of 2000) to manage the Kerala Infrastructure Investment Fund. The main intention of the Fund was to provide investment for critical and large infrastructure projects in the State of Kerala. Comprehensive modification of the Act and Scheme has been made through an amendment Ordinance in August 2016. With new strategy and structure, KIIFB aims to dynamically mobilise funds for the infrastructure development of Kerala. This also includes major land acquisition needs of the State. KIIFB have recourse to the advanced financial instruments

approved by SEBI and RBI and is expecting an upspring of sustainable infrastructure development of the State.

The Fund was established with the main objective of providing investment for projects in the State of Kerala in sectors like Transport, Water Sanitation, Energy, Social & Commercial Infrastructure, IT and Telecommunication etc. KIIFB will assist the Government and its agencies in the various aspects pertaining to Infrastructure Development and will act as the nodal agency for scrutinizing, approving and funding major infrastructure projects including PPP projects. With the restructured and rejuvenated KIIFB the future looks bright for the development of key infrastructure in Kerala.

Government of Kerala is poised for accelerated investment in Infrastructure for ensuring sustainable growth in the economy. To finance critical and large infrastructure projects the Government intends to mobilize funds both in the medium as well as long term. Government has approved a plan to issue General Obligation Bonds against unconditional Government guarantee and Revenue Bonds with structured payment mechanism for medium term requirement and has initiated steps to raise funds to meet long term requirements through Alternative Investment Funds (AIF), Infrastructure Investment Trust (InVIT), Infrastructure Debt Fund (IDF) and build the institutional framework needed for this. In this new scenario KIIFB has been restructured to act as the key Special Purpose Vehicle (SPV) for mobilising and channelling the funds to the various infrastructure SPVs. KIIFB through its well organised and professional approach will act as the key arm of Government to facilitate planned, hassle-free, and sustained development of both physical and social infrastructure ensuring all round wellbeing and prosperity in the State.

Kerala Infrastructure Investment Fund Board ('the Board') seeks to appoint a competent Audit firm for **Conducting Internal Audit based on RBIA and Concurrent Audit of select transactions.**

3.2 Purpose

The Board, for this purpose, invites proposals from competent firms who are interested in participating in this RFP and must fulfil the eligibility criteria and in a position to comply with the technical requirement mentioned and submit the required proposal as per the RFP. Apart from the above, the Bidder must also agree to all our terms & conditions mentioned under this RFP.

3.3 Project Scope

KIIFB seeks to appoint an Audit Firm for conducting **Risk Based Internal Audit and a routine concurrent audit on select transactions according to a well-defined/conceived Internal audit framework existing** in the Board.

- a) Audit is to be done based on Risk based Audit framework implemented by the Board. Team deployed for Audit by the **selected Firm will be given an appropriate training** once, on RBIA methodology to be adopted in KIIFB.
- b) The Internal Audit **should also cover concurrent audit of certain transactions** to be defined by KIIFB time to time.
- c) Audit to be done on **monthly basis and concurrent audit shall be done for all transactions on T + 5 days** basis.

- d) It is expected that the team of the **selected firm will have to ensure the audit in the tentative frequencies mentioned below** with necessary expertise, experience, capabilities and knowledge in the area of RBIA, which shall broadly cover the areas listed below.

Sl. No	Area	Thrice a year	Twice a year	Once a year
1	Environment Social Health Governance (ESHG)			a
2	Fixed Assets			a
3	Information Technology General Control (ITGC) *		a	
4	Borrowings	a		
5	Procurement	a		
6	Administration Inspection Wing (AIW)		a	
7	Technical Resources Centre (TIW-TRC)		a	
8	Statutory Compliance		a	
9	Technical Inspection Wing (TIW)		a	
10	Finance & Administration (F&A)	a		
11	Investments	a		
12	Project Appraisal Division (PAD)		a	
13	Human Resource & Payroll			a
14	Media Management Group (MMG)			a
15	Institutional Finance Group (IFG)			a

* to be done by an expert in the field (minimum qualification - DSIA/CSIA) and to be completed tentatively within 3 weeks.

3.4. Indicative List of Deliverables

- A detailed report of observations to be provided on monthly basis for Concurrent & RBIA.
- Quarterly presentation to Internal Audit Management Committee & Audit Committee on key issues identified in audit along with management action plan.
- Audit Reports generally as scheduled in the Audit Manual/SOPs and Other reports as instructed by the Chief of Internal Audit from time to time.

3.5. Timeframe for Engagement

Audit team shall be physically stationed on-site in Board office all through the year and perform concurrent and monthly audit as per the Audit Plan/Programme. Engagement will be offered for one year (12 months) and renewable at the discretion of the Board. Monthly audit report should be submitted not later than 10th of next month.

3.6. Team:

Team should ideally be **headed by a Chartered Accountant** (Audit In-charge) in the rank of Partner. There must be a regular interaction with Chief of Internal Audit and mandatorily fortnight review with top management, Chief of Internal Audit and Dy. Managing Director level by Partner.

- Audit to be done under direct supervision of one Partner.
- Team for concurrent audit may be headed by a semi qualified CA (Inter Passed) plus article assistants.
- Internal audit based on RBIA should be done by a team headed by Partner and at least semi qualified CAs.
- A dedicated Audit Team should work on-site in which they ensure delivery within the timeframe for engagement.
- Ideally, audit team should not be changed once audit commences and any such change should have approval of the Head of Internal Audit of KIIFB.

4 EVALUATION PROCESS

4.1 Opening of Technical Proposal

Technical Proposals received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The authorised representative of the firm must submit an authority letter duly signed by the Firm, authorizing him to represent and attend the Bid opening on behalf of the firm.

4.2 Preliminary Scrutiny

The Board will scrutinize the offers received to determine whether they are complete and as per RFP requirement, whether technical documentation as asked for and required, to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements.

The proposals received by the Board will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA. The Bids which are securing the technical score of **65 or more marks out of a total of 100 marks** are considered as technically qualified and only those technically qualified Bids will be further processed to find 'Highest scoring Firms' as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Board however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

4.3 Technical Proposal evaluation criteria

A presentation before the Technical Evaluation Committee of the Board is to be made by eligible, short-listed firms on the understanding of the key challenges before the Board, proposed Methodology and Approach to be adopted, time frame for implementation of activities in the Board and proposed team. The technical capabilities and competence of the firm should be clearly reflected in the presentation. The date and time of the presentations will be notified by the Board; no changes in the schedule will be entertained thereafter.

Based on the details submitted by the firms in the Technical Proposal and the presentation made by them before the Technical Evaluation Committee of the Board, the Technical Evaluation of the eligible firms will be carried out as furnished below:

Sl. No.	Particulars	Maximum Eligible Marks for evaluation
1	The number of professional staff (excluding typists, stenographers, computer operators, secretary/ies and subordinate staff etc.), consisting of audit and articled clerks with knowledge in book-keeping and accountancy and engaged in accountancy and engaged in Internal Audit and allied advisory services. (Bidder will provide a list of staff signed by authorized signatory on their letter head which will include Qualification, designation, No of year of Experience etc.) More than 20 More than 15 but less than or equal to 20 Equal to 10 but less than or equal to 15	20 15 10
2	Number of the work order on Internal Audit/Audit Consultancy/Risk Assessment received from BFSI Segment. Last five years' experience with order value 10 Lakh will be taken into consideration. (Related work order or other supporting documents as acceptable to Board) More than 7 More than 5 but less than or equal to 7 Equal to 2 but less than or equal to 5	20 15 7
3	Number of years of experience of the firm in job related to Internal Audit/Audit Consultancy/Risk Assessment in BFSI Segment. (While calculating such experience, more than one assignment given to a firm during a particular year or more than one year's statutory audit assigned to the firm will be reckoned, as one year experience only, for the purpose of counting such experience) (Related work order or other supporting documents as acceptable to Board) More than 10 Year More than 07 Years but less than or equal to 10 years Equal to 05 years but less than or equal to 07 years.	20 15 10
4	Number of years of experience of Partner (Qualified CA-who is nominated to be in-charge of this assignment) in job related to Internal Audit/Risk Based Internal Audit in BFSI Segment. (as certified in Annexure-4) More than 7 Year More than 05 Years but less than or equal to 7 years Equal to 02 years but less than or equal to 05 years.	10 7 5
5	Turnover of the firm (Average Gross Income of last three years) More than 5 Crore More than 3 Crore but less than or equal to 5 Crore Equal to 1 Crore but less than or equal to 3 Crore	15 10 05
6	Having office in Thiruvananthapuram and team composition (5+10)	15

4.3.1 Techno-commercial evaluation criteria

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful firm. The evaluation methodologies vis-a-vis the weightages are as under:

- The fee to be considered for commercial evaluation quote provided by the Bidder (Cost 'C') mentioned in Annexure-05

- Score will be calculated for all technically qualified firms using the following formula: $S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$ Where: S = Score of the Firm, T = Technical score of the firm, T High = Highest Technical score among the firms, C = Quote as provided by the firm (please refer to Annexure-05), C Low = Lowest Quote of C among the firms. The firm securing the highest score becomes the successful firm; for example – There are three bidders A, B and C.
- Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A*100.
- Similarly, Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidder (say C) as 100. Marks for other bidders will be calculated using the formula Commercial Score = Cost of L1 bidder / Cost quoted by bidder * 100.
- A “Combined score” will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Proposal and 20% for the Financial Proposal as described below.
- The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score.

Sl. No.	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	$95/95*80 = 80.0$	$60/71*20 = 16.9$	$80.0+16.9 = 96.9$
2	B	85	65	$85/95*80 = 71.6$	$60/65*20 = 18.5$	$71.6+18.5 = 90.1$
3	C	90	60	$90/95*80 = 75.8$	$60/60*20 = 20.0$	$75.8+20.0 = 95.8$

In the above example Bidder-A with highest score becomes the successful bidder.

For the purpose of Technical Proposal and Financial Proposal, the comprehensive proposal (covering domestic and internal presence) as submitted by the Bidders will be considered for evaluation purposes.

However, kindly note that the Board reserves the right to finalize and if deemed necessary, focus on only the domestic presence of the Board (and excluding the international presence) from the scope of work, as decided by the Board. The Board’s decision is FINAL in this regard. The fees payable to the selected Bidder will be determined as per the scope of work finalized by the Board.

4.4 Eligibility cum Technical Proposal

Eligibility criteria for the Bidder to qualify this stage is clearly mentioned in Annexure-02, Eligibility Criteria Compliance to this document. The Bidder would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for technical suitability.

During evaluation of the Tenders, the Board, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The Board reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Board shall be final and binding on all the Bidders to this document and the Board will not entertain any correspondence in this regard.

5 TERMS AND CONDITIONS

5.1 General

5.1.1 General Terms

The Board expects the selected Bidder to adhere to the terms of this RFP and would not accept any deviations to the same. Unless expressly overridden by the specific agreement to be entered into between the Board and the selected Bidder, the RFP shall be the governing document for arrangement between the Board and the Bidder.

The Board expects that the Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Board. Unless agreed to specifically by the Board in writing for any changes to the RFP issued, the Bidder responses would not be incorporated automatically in the RFP.

5.1.2 Rules for Responding to this RFP

- All responses received after the due date/ time as mentioned in “**Key Information on the RFP Response Submission**” would be considered late and would be liable to be rejected.
- All responses should be in English language. All responses by the Bidders to this RFP shall be binding on such Bidder for a period of 90 days after opening of the bids.
- All bid responses would be deemed to be irrevocable offers/proposals from the Bidders and may be accepted by the Board to form part of final contract between the Board and the selected Bidder(s). Unsigned responses would be treated as incomplete and are liable to be rejected.
- The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Board.
- The Bidder may modify or withdraw its offer after submission, provided that, the Board prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers. The Board reserves the right to modify the RFP as deemed fit, at its sole discretion.
- It is mandatory to submit duly filled in details in the formats provided along with this document. The Board reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- In case of discrepancy in soft copy and hard copy of the bids, the Bidders agree that Board can consider ‘ORIGINAL’ hard copy as final and it will be binding on the Bidder. The Board in this case may also reject the offer outright.
- The Bidders at no point in time can excuse themselves from any claims by the Board whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Board. The Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.
- If related bidders (as defined below) submit more than one bid, then both /all bids submitted by related bidders are liable to be rejected at any stage at the Board’s discretion:
 - a) Bids submitted by the holding company and its subsidiary
 - b) Bids submitted by two or more companies having common director/s
 - c) Bids submitted by two or more firms / LLPs having common partners
 - d) Bids submitted by two or more companies in the same group of promoters/ management

Any other bid in the sole discretion of the Board is in the nature of multiple bids.

5.1.3 Price Bids

The firm is expected to quote Price in Indian Rupees for the professional services and out of pocket expenses and excluding GST. It may be noted that the Board will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable Service Taxes. The Board will pay the Service Tax or other Statutory Taxes as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the payment to the Audit firm. The Audit firm shall take into account all conditions and difficulties that may be encountered during the course of assignment while quoting their fee.

5.2 Others

- Responses to this RFP should not be construed as an obligation on the part of the Board to award a purchase contract for any services or combination of services. Failure of the Board to select a Bidder shall not result in any claim whatsoever against the Board. The Board reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- By submitting a proposal, the Bidder agrees to promptly contract with the Board for any work awarded to the Bidder's organization. Failure on the part of the awarded Bidder to execute a valid contract with the Board will relieve the Board of any obligation to the Bidder, and a different Bidder may be selected based on the selection process.
- The terms and conditions as specified in the RFP and addendums (if any which will be notified on the Board's corporate website (www.kiifb.org)/e-tender portal thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of the Board, the Bidder may be disqualified. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Board and accepted by the Board in writing.
- The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Board. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Board, may constitute a material breach of the Bidder's performance. In the event that the Board is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the Bidder then that Bidder will be responsible for any re-procurement costs suffered by the Board. The liability in such an event could be limited to the differential excess amount spent by the Board.
- All terms and conditions, payments schedules, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Board in writing to the Bidder. The Board shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Service. The Bidder shall at no point be entitled to excuse themselves from any claims by the Board whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.
- The Board and the Bidder covenants and represents to the other Party the following:
 - a) It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
 - b) It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- The execution, delivery and performance under an Agreement by such Party:

- a) Will not violate or contravene any provision of its documents of incorporation.
 - b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- The Bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. The Board would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the proposal documents to the Bidders.
 - The Board will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.3 Other RFP Requirements

- This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Board. The Board also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The Board will inform all Bidders about changes, if any.
- The Board may revise any part of the RFP, by providing a written addendum at any stage till the award of the contract. The Board reserves the right to issue revisions to this RFP at any time before the award date. The addendums, if any, shall be published on Board's website/e-tender portal only.
- The Board reserves the right to extend the dates for submission of responses to this document.
- Bidders shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP Co-ordinator mentioned in “**Key Information on the RFP Response Submission**”, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments (if any required) will be published on Board's website/e-tender portal in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Board. The Bidder, who posed the question, will remain anonymous.

Preliminary Scrutiny – The Board will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Board may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Board reserves the right for such waivers and the Board's decision in the matter will be final.

Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Board may, at its discretion, ask some or all Bidders for clarification of their offer. The Board has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

No Commitment to Accept Lowest Financial Proposal by value for this RFP – The Board shall be under no obligation to accept the lowest price bid or any other offer received in response to this

RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Board reserves the right to make any changes in the terms and conditions of the contract. The Board will not be obliged to meet and have discussions with any Bidder, and/ or to listen to any representations unless there is change in the terms and conditions of the contract.

Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Board may treat the offers not adhering to these guidelines as unacceptable.

Fixed price – The Financial Proposal shall contain the commercial bid which shall be on a fixed fee basis including professional fee and out of pocket expenses.

Right to Alter Scope – The Board reserves the right to alter the requirements specified in the RFP. The Board also reserves the right to add/ modify/ delete one or more items from the list of items specified as part of the requirement. The Board will inform all Bidders about changes, if any. The Bidder agrees that the Board has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions/ modifications/ deletions in scope.

If the Board is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the proposal submission.

The Bidder shall indemnify, protect and save the Board against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any Patent, Trade Marks, Copyrights etc. or such other statutory infringements under all the prevailing laws in respect of deliverables/ output/ material supplied by them to the Board from whatsoever source, provided the Board notifies the Bidder in writing as soon as practicable when the Board becomes aware of the claim.

The selected Bidder shall perform its obligations under this RFP as an independent contractor to the Board and shall not be permitted to engage any subcontractors to perform any of the Deliverables or Services. Neither this RFP nor the Bidder’s performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Board and the Bidder or its employees, and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Board, nor seek to be treated as employees of the Board for any purpose, including claims of entitlement to fringe benefits provided by the Board, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

5.4 Contract Commitment

The Board intends that the contract commitment, which is contemplated herein with the successful Bidders, shall be for a period as defined by the Board as per the specifications contained in this RFP.

5.5 Payment Terms

Fee towards preparing Audit Framework: The audit firm/company’s fees shall be paid only after getting final approval from the Head of IA.

5.6 Payment in case of Termination of contract

In case the contract is terminated payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other taxes.

5.6 Sub-contracting

The Board expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. **Sub-contracting** of services in whole or part with other firms **shall not be permitted**. In case the Bidder is found to not possess the requisite capabilities, they will be summarily disqualified from the process for this assignment.

6 GENERAL TERMS AND CONDITIONS

6.1 Dispute Resolution

The Board and the selected Knowledge Partner shall make every effort to resolve amicably, by direct informal negotiation between the Board and the Audit Firm, any disagreement or dispute arising between them under or in connection with the contract.

If the Board's project manager/ co-ordinator and the Partner's project convenor are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the selected Partner and the Board respectively.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Knowledge Partner/ selected Bidder and the Board, the Board and the selected Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. Arbitration will be carried out at the Board's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction in the state of Kerala.

6.2 Governing Laws

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in courts of Kerala and shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

6.3 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address). Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

6.4 Force Majeure

The selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the selected Bidder and not involving the selected Bidder's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the selected Bidder shall promptly notify the Board in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Board in writing, the selected Bidder shall continue to perform the obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Board and the selected Bidder shall hold consultations in an endeavour to find a solution to the problem.

6.5 Assignment

The selected Bidder agrees that the firm shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the firm's affiliate without the prior written consent of the Board.

If the Board undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected Bidder under this RFP.

6.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

6.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this RFP and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which

such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

Relates to the Disclosing Party; and

- is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Board with the selected Bidder.
- “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Board’s data or data of the Board customers, including but not limited to the Board customers’ or the Board employees’ personal data or such other information as the Board is required by Boarding secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- Nothing contained in this clause shall limit selected Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the selected Bidder shall at no point use the Board’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

Sub-contracting to other individuals/ consultants/ firm is not allowed.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisors, agents or employees, who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring

that the usage and confidentiality by its directors, partners, advisors, agents or employees, is in accordance with the terms and conditions and requirements of this RFP; or

- Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party
- Limit access to such Confidential Information and materials to those of its directors, partners, advisors, agents or employees, who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisors, agents or employees, so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisors, as the case may be, which is in the Receiving Party's possession or under its custody and control;
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisors to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such

requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure

- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Board which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, the selected Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose.

Where Confidential Information relates to the Board's data or data of the Board customers, including but not limited to the Board customers or the Board employees personal data or such other information as the Board is required by Boarding secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the selected Bidder and the Board.

6.8 Termination

KIIFB reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

- Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a financial year.
- Bidder fails to perform any other obligation(s) under the contract.
- Any threat is perceived or observed on the security of Board's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.
- However, either party in the case of termination, will give 3 months' notice to the other party.
- The Board, at its discretion, may terminate the contract by giving written notice to the bidder if the bidder fails to implement the project after elapsing 4 weeks from the target date of service delivery, due to any reason apart from related to Board as mutually agreed.

The Board may, at any time terminate the contract by giving written notice of three months to the Service provider if the service provider becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Board.

6.9 Publicity

Any publicity by the selected Bidder in which the name of the Board is to be used should be done only with the explicit written permission of the Board.

6.10 Solicitation of Employees

The selected Bidder during the term of the contract shall not without the express written consent of the Board, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Board in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Board at any time to terminate his/ her relationship with the Board.

6.11 Inspection of Records

All selected Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Board and/or Reserve Board of India and/or any regulatory authority, at any time during normal business hours, as often as the Board deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The Board's auditors would execute confidentiality agreement with the selected Bidder provided that the auditors would be permitted to submit their findings to the Board, which would be used by the Board. The cost of the audit will be borne by the Board. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

6.12 Compliance with Laws

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Board about all the prevailing 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 and shall indemnify, keep indemnified, hold harmless, defend and protect the Board and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Board's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Board and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Board will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.13 Order Cancellation

The Board will provide the selected Bidder a remedy period of 90 days to rectify a default or given situation. The Board will provide in writing the nature of the default to the selected Bidder through a letter or mail correspondence. The 90-day time period will commence from the day the Board has sent such correspondence to the selected Bidder.

The Board reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Board alone:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the selected Bidder.
- Discrepancy in the quality of service/ security expected during the implementation, rollout and subsequent maintenance process.
- Failure of the selected Bidder make good the situation within the remedy period
- The selected Bidder commits a breach of any of the terms and conditions of the RFP/ contract.
- The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order cancellation, any payments made by the Board to the selected Bidder would necessarily have to be returned to the Board with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the selected Bidder.

6.14 Indemnity

The selected Bidder shall indemnify the Board, and shall always keep indemnified and hold the Board, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") 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 the Board as a result of:

The Board's authorized/ bona fide use of the Deliverables and /or the Services provided by the selected Bidder under this RFP; and/or

- an act or omission of the selected Bidder and/or its employees, in performance of the obligations under this RFP; and/or
- claims made by employees who are deployed by the selected Bidder, against the Board; and/or
- claims arising out of employment, non-payment of remuneration and non- provision of statutory benefits by the selected Bidder to its employees
- 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 selected Bidder under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the selected Bidder contained in this RFP; and/or
- Negligence or gross misconduct attributable to the selected Bidder or its employees.

Indemnity would cover damages, loss or liabilities suffered by the Board arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the selected Bidder.

6.15 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that selected Bidders/ Suppliers Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Board and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Board of the benefits of free and open competition.

The Board reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Board reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Board’s discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.16 Violation of Terms

The Board shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Board may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.17 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Board, with regard to the obligations under the contract. The selected Consultant shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements/contracts with the Board. The Consultant shall furnish proof of signature identification for above purposes as required by the Board.

6.18 Non-Disclosure Agreement

The selected Bidder shall execute a Non-Disclosure Agreement (NDA). The selected Bidders shall execute the NDA within 30 days from the date of acceptance of letter of appointment.

6.19 Right to Reject Proposals

The Board reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Board in the matter. Proposals received from Respondents are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.

- It is not properly or duly signed.
- It is received through email / fax.
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

6.20 Limitation of Liability

1. The selected Bidder's aggregate liability, in connection with obligations undertaken as a part of this Project, whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the Para 2 of this clause, shall be limited to five times the total contract value.
2. The selected Bidder's liability in case of claims against the Board resulting from its wilful misconduct or gross negligence or suffered by Board due to damage to real or tangible or intangible property by Service Provider, its employees or loss suffered by Board, due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the consultant shall be actual.
3. Under no circumstances, shall the Board be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Board has been advised of the possibility of such damages.

7 Disclaimer assignment

Subject to any law to the contrary, and to the maximum extent permitted by law, the Board and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage,

(Whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Board or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

ANNEXURE-01

TECHNICAL PROPOSAL COVERING LETTER

(to be submitted in the letterhead of the firm)

Date:

To
The Joint Fund Manager
Kerala Infrastructure Investment Fund Board, Thiruvananthapuram.

Sub: RFP Reference No.

Appointment of a Firm for conducting Risk Based Internal Audit and Concurrent Audit of Select transactions

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the Prices indicated in the Commercial Offer and made part of this Bid.

If our Offer is accepted, we undertake to provide service as a firm as per the timelines defined by the Board from the date of commencement of services. We agree to abide by this offer till 60 days from the date of Financial Proposal opening and our offer shall remain binding upon us and may be accepted by the Board any time before expiry of that period.

Until a formal contract is prepared and executed, this offers together with the Board's written acceptance thereof and the Board's notification of award, shall constitute a binding contract between us. We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that our firm has not been blacklisted/ debarred by any Government Financial Institutions/Banks/ RBI/ ICAI/ IBA/ Government/ Semi- Government departments/ PSUs in India. We confirm that our firm do not have any pecuniary liabilities nor any judicial proceedings or any restraint restricting us in fulfilling the consultancy services.

We understand that the KIIFB is not bound to accept the offer and has right to reject the offer in full or part without any assigning any reasons, whatsoever.

Signature of the Authorized Signatory

Name: Designation:

Name & Address of the Firm:

ANNEXURE-02
ELIGIBILITY CRITERIA

Sl. No.	Details	Support Documents to be submitted
1	The Bidder should be a CA Firm Partnership/ Limited Liability Partnership (LLP) registered or Incorporated in India with at least 5 years of existence in the field of Audit and Advisory Services.	Certified copy CA institute Firm Card in case of Partnerships and Registration Certificate of RoC (For LLPs).
2	The core business of the Bidder should be providing audit, assurance and allied advisory services.	Copy ICAI Firm Card.
3	The Bidder should have a minimum gross income of INR 1 Cr. in each of the three financial years (2019-20, 2018-19, 2017-18)	Certified copies of Audited Financial Statements or certificate from Auditors providing the revenue/ income details for the last three years with audit reports and notes on accounts Or Certificate from a CA certifying the Gross Income. (to be read along with Para 4.3/Sl. No.4)
4	The Bidder/ group company should not have been blacklisted/ debarred by any Government Financial Institutions/Boards RBI/ ICAI/ IBA/ Government/ Semi-Government departments/ PSUs/ or any other Institution or Agency in India in last 10 years	A self-declaration by the Bidder on Bidder's letter head. (read along with Annexure-1)
5	The Bidder/ group company is not owned or controlled by any director or officer/ employee of KIIFB or their relatives having the same meaning as assigned under the Companies Act, 2013.	A self-declaration by the Bidder on Bidder's letter head.
6	The audit firm should have at least 10 employees for Internal Audit and related Advisory services on their pay roll.	List of the employee on the letter head of the Company duly signed by Authorized Signatory. Total no of employees to be furnished. (to be read along with Para 4.3/Sl. No.1)
7	Office of the firm at Thiruvananthapuram with 3 years of functional presence.	Certificate of Incorporation. List of offices on letter head of the Company duly signed by Authorized Signatory.
8	The bidder should have executed at least 2 Internal Audits / Statutory Audit in BFSI segments in last 5 years.	Related Work Order or any other supporting documents as acceptable to Board. (Engagement Letter as well)

Signature of the Authorized Signatory

Name: Designation:

Name & Address of the Firm:

ANNEXURE-03
APPROACH, METHODOLOGY AND WORK PLAN

- 1) The firm should submit the Approach, Methodology and work plan in one integrated document.
- 2) Team structure and staffing pattern should be highlighted for deploying an experienced team with the requisite skill sets to deliver the scope of the assignment.
- 3) The project scope and timelines tentatively are as defined in the RFP.

Signature of the Authorized Signatory

Name: Designation:

Name & Address of the Firm:

ANNEXURE-04

PROPOSED TEAM PROFILE & COMPOSITION

Profile	Head/ Audit-in charge	Other team members
Name		
Present Designation		
Qualifications		
Nationality		
Total Work experience		
Language proficiency		
Areas of expertise relevant to RFP/IA/RBIA		
Role in the proposed project		
Tasks assigned		

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Signature of the Authorized Signatory

Name: Designation:

Name & Address of the Firm:

Note:

1. The Resume and experience of each member should be well detailed and may produce the evidence for verification if necessary.
2. In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional should be furnished. (see 3.3 Project Scope)

ANNEXURE-05

FINANCIAL PROPOSAL FORMAT

Sl. No.	Scope of work	Fee ₹ (INR)/year (exclusive of GST)
1	Total Charges to be paid by the Board towards for conducting Risk Based Internal Audit and concurrent Audit of select transactions	

Total fee quoted above shall be inclusive of Professional Service and Out of Pocket Expenses (such as Travel, Lodging and Boarding, Conveyance, Printing, Administrative Expenses etc.). This excludes GST and other statutory taxes which will be payable by the Board based on the prevailing rate. The Board shall not entertain any other claims over and above the fee specified in the Financial Proposal.

Signature of the Authorized Signatory

Name: Designation:

Name & Address of the Firm:

Signature Not Verified

Digitally signed by ANIE JULIA THOMAS
Date: 2021.05.18 12:33:06 IST
Location: Kerala-KL

