



**भारतीय लघु उद्योग विकास बैंक**  
**Small Industries Development Bank of India**

**सिडबी की विभिन्न शाखाओं में समवर्ती लेखापरीक्षकों के पैनल में शामिल होने के लिए**  
**रुचि की अभिव्यक्ति (ईओआई)**  
**Expression of Interest (Eol) for empanelment**  
**of Concurrent Auditors for various Branch Offices of SIDBI**

निविदा सं. / Tender Number	जावक सं./Outward No.AFMV/27082025/OUT/55968
टेंडर जारी करने की तिथि / Tender Issue Date	अगस्त/August 28, 2025
कोई भी स्पष्टीकरण प्राप्त करने की तिथि / Meeting for seeking clarifications	सितंबर/September 04, 2025
रुचि की अभिव्यक्ति (ईओआई) जमा करने की अंतिम तिथि। Last date of Eol submission	सितंबर/September 19, 2025

**जारीकर्ता**

**भारतीय लघु उद्योग विकास बैंक**  
**लेखा-परीक्षा उद्-भाग**  
**चौथा तल, सिडबी टावर, 15, अशोक मार्ग**  
**लखनऊ- 226001**  
**वेबसाइट-[www.sidbi.in](http://www.sidbi.in)**

**Issued by:**

**Small Industries Development Bank of India**  
**Audit Vertical**  
**4<sup>th</sup> Floor, SIDBI Tower, 15, Ashok Marg**  
**LUCKNOW - 226001**  
**Website: [www.sidbi.in](http://www.sidbi.in)**

निविदा दस्तावेज़ के प्रत्युत्तर में बोलीकर्ता से प्राप्त हुई सूचनाएँ, सिडबी की संपत्ति हो जाएंगी और वापस नहीं की जाएंगी। इस निविदा दस्तावेज़ को संशोधित करने, रद्द करने और दुबारा जारी करने का अधिकार सिडबी के पास सुरक्षित रहेगा। निविदा दस्तावेज़ तथा उसमें हुए सभी संशोधनों के बारे में, बोलीकर्ताओं को अवगत कराया जाएगा तथा उक्त संशोधन बोलीकर्ताओं के लिए बाध्यकारी होंगे।

(इस दस्तावेज़ का आंशिक अथवा पूर्णतः किसी भी रूप में, पुनः उपयोग अथवा प्रतिलिपिकरण अथवा उपयोग न किया जाए)

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

(THIS DOCUMENT SHOULD NOT BE REUSED OR COPIED OR USED EITHER PARTIALLY OR FULLY IN ANY FORM)

### **Important Instructions**

- 1) SIDBI reserves the sole right for carrying out any amendments/ modifications / changes including any addendum to this EoI. Such amendments / modifications / changes including any addendum to this EoI shall be notified on SIDBI's website **www.sidbi.in / https://eprocure.gov.in/epublish/app** and these will be binding on the Respondents.
- 2) Respondents are advised to study the tender document carefully. Submission of responses shall be deemed to have been done after careful study and examination of the EoI document with full understanding of its implications.
- 3) Clarifications to any queries from the Respondent or any change in requirement will be posted **on SIDBI's website www.sidbi.in / https://eprocure.gov.in/epublish/app**. Hence, before submitting responses, the Respondent must verify that such clarifications / changes have been considered by them. SIDBI will not have any responsibility in case of any omission by any Respondent.
- 4) In case of any clarification(s) is/are required by SIDBI to assist in the examination, evaluation and comparison of responses, SIDBI may, at its discretion, ask the Respondent for such clarification(s). The response(s) / clarification(s) shall be in writing and no material change in substance of the responses shall be sought, offered or permitted.
- 5) Please note that all the information required as per the documents required for responding to EOI needs to be provided. Incomplete information in these areas may lead to non-selection.

#### **6) Modification And/ Or Withdrawal of documents:**

Documents once submitted will be treated as final and no further correspondence will be entertained. No document shall be modified after the deadline for submission of documents in response to the EOI. Also, no Respondent shall be allowed to withdraw any document, if the Respondent happens to be a successful Respondent.

- 7) SIDBI has the right to reject any or all documents received without assigning any reason whatsoever.

NOTE:

**SIDBI SHALL NOT BE RESPONSIBLE FOR NON-RECEIPT / NON-DELIVERY OF THE DOCUMENTS DUE TO ANY REASON, WHATSOEVER.**

## Table of Contents

<b>1. CRITICAL INFORMATION / महत्वपूर्ण सूचना .....</b>	<b>5</b>
<b>2. ABBREVIATIONS .....</b>	<b>7</b>
<b>3. INTRODUCTION AND DISCLAIMERS .....</b>	<b>8</b>
3.1. Purpose of EoI .....	8
3.2. Information Provided .....	12
3.3. Disclaimer.....	12
3.4. Costs to be borne by Respondents.....	13
3.5. No Legal Relationship.....	13
3.6. Recipient Obligation to Inform Itself.....	13
3.7. Evaluation of Offers .....	13
3.8. Acceptance of Terms and Selection Process.....	13
3.9. Errors and Omissions .....	14
3.10. Proposal Ownership.....	14
3.11. Non-Transferable Offer .....	14
3.12. Notification .....	14
3.13. Disqualification .....	14
3.14. Clarification .....	15
3.15. Clarification Meeting .....	16
3.16. Amendment to the document .....	16
3.17. Deadline for submission of responses.....	17
3.18. Late Responses .....	17
3.19. Language of Documents .....	17
3.20. Modification And/ Or Withdrawal of Responses.....	17
3.21. Details of Documents to be submitted.....	18
3.22. Pre-Contract Integrity Pact (IP) .....	19
3.23. Erasures or Alterations.....	20
3.24. Conditional responses .....	20
3.25. Authorised Signatory .....	20
3.26. Opening of responses .....	20
3.27. Sub-contracting.....	21
3.28. Restriction on Procurement due to National Security.....	21
3.29. No Commitment to Accept Any Response .....	23
3.30. Contacting the Bank .....	23
3.31. Right to Reject Responses.....	23
<b>4. BACKGROUND .....</b>	<b>24</b>
4.1. Introduction.....	24
4.2. Financial Role .....	24
4.3. Promotional and Developmental Initiatives (PDI).....	25
<b>5. SCOPE OF WORK .....</b>	<b>26</b>
5.1. Introduction.....	26
5.2. Objectives .....	26
5.3. Broad Scope of work for Concurrent Audit of BO operations .....	26
<b>6. EVALUATION METHODOLOGY .....</b>	<b>32</b>
6.1. Evaluation process .....	32
6.2. Opening of Minimum Eligibility and Technical Eligibility Responses .....	32
6.3. Preliminary Examinations.....	33
6.4. Clarification on Responses/Documents.....	33
6.5. Evaluation of Eligibility Criteria .....	34

6.6.	Evaluation of Technical Responses.....	35
<b>7.</b>	<b>GENERAL TERMS AND CONDITIONS.....</b>	<b>38</b>
7.1.	Terms of the Empanelment.....	38
7.2.	Penal Clauses.....	42
7.3.	Settlement of Disputes.....	43
<b>8.</b>	<b>ANNEXURES.....</b>	<b>45</b>
8.1.	Annexure –I: Covering Letter.....	45
8.2.	Annexure –II: Minimum Eligibility Criteria.....	46
8.3.	Annexure –III : Technical Eligibility Criteria.....	49
8.4.	Annexure –IV: Self Declaration for non blacklisting.....	52
8.5.	Annexure –V: Power of Attorney.....	53
8.6.	Annexure –VI Letter of Conformity.....	54
8.7.	Annexure –VII: Non-Disclosure Agreement.....	55
8.8.	Annexure – VIII: Statement of Deviations.....	57
8.9.	Annexure - IX: Pre-Contract Integrity Pact.....	58
8.10	Annexure - X: Land Border Sharing Declaration.....	62

## 1. महत्वपूर्ण सूचना / Critical Information

क्र.सं./ Sr. No.	कार्यक्रम / Events	तिथि और समय / Date and Time
1	निविदा संख्या एवं जारी तिथि/ Tender No & issue date	<b>AFMV/27082025/OUT/55968/ August 28, 2025</b>
2	निविदा का संक्षिप्त विवरण / Brief description of tender	Expression of Interest (EoI) for empanelment of Concurrent Auditors for various Branch Offices of SIDBI.
3	बोली-पूर्व बैठक में स्पष्टीकरण जानने की अंतिम तिथि / Last date for seeking clarifications EoI document	<b>September 03, 2025, at 18:00 hrs.</b>  The format of seeking clarification(s) as per Para 3.17. All queries relating to the EoI must be in writing only and to be sent via email on <b>auditvertical_ho@sidbi.in.</b>
4	स्पष्टीकरण बैठक / Clarification meeting (पूर्व-बोली बैठक के बाद कोई स्पष्टीकरण नहीं दिया जायेगा / No clarifications would be given after this meeting)	<b>September 04, 2025, at 15:00 hrs.</b>  The meeting shall be virtual / online over MS Teams Call. For further details, refer to clause No. 3.17.
5	प्रस्तुतियों को जमा करने की अंतिम तिथि / Last date for submission of responses	<b>September 19, 2025, at 18:00 hrs.</b>  Only physical bids will be entertained. No bids through email will be considered for any evaluation.
6	प्रस्तुतियों की जांच हेतु खोलने की तिथि एवम समय / Date & time of opening of responses for evaluation of minimum eligibility & technical eligibility	<b>September 22, 2025, at 11.00 hrs.</b>  (through <b>MS Teams</b> – Respondents should regularly check SIDBI website for the updates in this regard)
7	प्रस्तुतियों को जमा करने का पता / E-mail Address for submission of responses	All queries relating to the EoI must be in writing only and to be sent via email on <b>auditvertical_ho@sidbi.in.</b>

8	बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ / <b>Presentations to be submitted by Respondents</b>	The Respondents are required to arrange for submitting maximum <b>5 slides</b> as presentation along with the documents in response to the EOI.
9	सूचीबद्धता की अवधि / <b>Duration of empanelment</b>	The duration of the empanelment would initially be assigned for a contract period of one (01) year, extendable for further two (2) years (extended for one year, at a time), provided the performance is found to be satisfactory on review and on sole discretion of SIDBI. Further, extension in this regard may be considered by the Competent Authority based on the prevalent regulatory requirement.
10	<b>सिडबी अधिकारियों के संपर्क विवरण / Contact details of SIDBI officials</b>	
11	<b>Smt. Shweta Pandey,</b> <b>Dy. General Manager,</b> Audit Vertical, SIDBI, 4th Floor, SIDBI Tower, 15, Ashok Marg, LUCKNOW - 226001 <b>Ph: 0522-4259756</b> <b>E-mail: auditvertical_ho@sidbi.in</b>	<b>Shri Bhagwan Chandnani,</b> <b>Asst. General Manager,</b> Audit Vertical, SIDBI, 4th Floor, SIDBI Tower, 15, Ashok Marg, LUCKNOW - 226001 <b>Ph: 0522-4259755</b> <b>E-mail: auditvertical_ho@sidbi.in</b>

## 2. Abbreviations

Acronym	Description
EOI	Expression of Interest
SIDBI	Small Industries Development Bank India
HO	Head Office
RO/s	Regional Office/s
BO/s	Branch Office/s
SHPI	Self Help Promoting Institutions
MFI	Micro Finance Institution
NBFC	Non-Banking Finance Company
PA	Performing Asset
NPA	Non-Performing Asset
RAM	Risk Assessment Module
SMART	SIDBI Multifunctional Appraisal and Rating Tool

### 3. Introduction and Disclaimers

#### 3.1. Purpose of EoI

The purpose of EoI is to empanel Partnership Firms/ Limited Liability Partnership (LLP) of Chartered Accountants / Cost Accountants for undertaking Concurrent Audit of Operations of Branch Offices (BOs) of SIDBI at **the following SIDBI BO locations:-**

SI No.	RO Name	Branch Office	Outstanding (in ₹ crore*)	Proposed Monthly Payment (for first 6 months) (in ₹)	Proposed Monthly Payment (After 6 months) (in ₹)#
Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col.6
1	Jaipur	Jaipur	<b>BOs having o/s of more than ₹500 Cr. as on 28.05.2025</b>	₹50,000/- to ₹60,000/- based on geographies	₹65,000/- to ₹75,000/- based on geographies
2	Ahmedabad	Surat			
3	Rajkot	Gandhidham			
4	Chennai	Erode			
5	Pune	Pune			
6	Ahmedabad	Ahmedabad			
7	Ahmedabad	Vatva			
8	Ahmedabad	Odhav			
9	Chennai	Tirupur			
10	New Delhi	New Delhi			
11	Coimbatore	Kurichi			
12	Coimbatore	Coimbatore			
13	Ahmedabad	Vadodara			
14	Chandigarh	Chandigarh			
15	Mumbai	Thane			
16	Rajkot	Morbi			
17	Ahmedabad	Changodar			
18	Bengaluru	Bengaluru			
19	Chandigarh	Ludhiana			
20	Chennai	Ambattur			
21	Chennai	Chennai			
22	Chennai	Hosur			
23	Gurugram	Faridabad			
24	Lucknow	Noida			
25	Rajkot	Rajkot			
26	Gurugram	Gurugram	<b>BOs having o/s between ₹301 Cr. to</b>	₹40,000/- to ₹50,000/- based on geographies	₹55,000/- to ₹65,000/- based on geographies
27	Mumbai	Nasik			
28	Pune	Chinchwad			
29	Coimbatore	Kochi			

30	Pune	Indore	<b>₹500 Cr. as on 28.05.2025</b>		
31	Chennai	Kanchipuram			
32	Pune	Nagpur			
33	Ahmedabad	Naroda			
34	Bengaluru	Peenya			
35	Pune	Aurangabad			
36	Hyderabad	Hyderabad			
37	Ahmedabad	Varachha	<b>BOs having o/s between ₹101 Cr. to ₹300 Cr. as on 28.05.2025</b>	₹40,000/-	₹45,000/- to ₹55,000/- based on geographies
38	Rajkot	Rajkot - 2			
39	Gurugram	Faridabad - 2			
40	Pune	Kolhapur			
41	Chennai	Chennai - 2			
42	Gurugram	Kundli			
43	Coimbatore	Coimbatore - 2			
44	Kolkata	Bhubaneswar			
45	Jaipur	Vishwakarma Industrial Area			
46	Bengaluru	Mysore			
47	New Delhi	Haridwar			
48	Jaipur	Kishangarh			
49	Hyderabad	Vijayawada			
50	Chandigarh	Jalandhar			
51	Kolkata	Kolkata			
52	Chandigarh	Mohali			
53	Hyderabad	Visakhapatnam			
54	Mumbai	Vasai			
55	Jaipur	Bhiwadi			
56	Hyderabad	Jeedimetla			
57	Bengaluru	Hubbali			
58	Patna	Jamshedpur			
59	Jaipur	Udaipur			
60	Chennai	Madurai			
61	Ahmedabad	Ankaleshwar			
62	Gurugram	Bahadurgarh			
63	New Delhi	Bhopal			
64	Lucknow	Varanasi			
65	Ahmedabad	Mahesana			
66	Jaipur	Jodhpur			
67	Jaipur	Sitapura Industrial Area			
68	Patna	Patna			
69	Kolkata	Raipur			
70	Lucknow	Ghaziabad			

71	Mumbai	Daman			
72	New Delhi	Rudrapur			
73	Bengaluru	Bengaluru-(South)			
74	Lucknow	Kanpur			
75	Jaipur	Bhilwara			
76	Chennai	Puducherry			
77	Mumbai	Andheri			
78	Gurugram	Yamuna Nagar			
79	Coimbatore	Salem			
80	Patna	Ranchi			
81	Lucknow	Lucknow-Bo			
82	Bengaluru	Panaji			
83	Rajkot	Jamnagar	<b>BOs having o/s of less than ₹101 Cr. as on 28.05.2025</b>	₹30,000/-	₹40,000/- to ₹45,000/- based on geographies
84	New Delhi	Dehradun			
85	Coimbatore	Thiruvananthapuram			
86	Lucknow	Gorakhpur			
87	Chennai	Tuticorin			
88	Lucknow	Agra			
89	Hyderabad	Tirupati			
90	Guwahati	Guwahati			
91	Chandigarh	Jammu			
92	Mumbai	Mumbai BO			

**The monthly fees for the first 06 months are mentioned at Column No.5 of table above. An enhancement will be considered as given in Column No.6, if the performance is found to be “Good” after the review of performance of first 6 months from the date of appointment.**

**\* In case there is a movement of any BO’s outstanding beyond the respective bands as indicated in the table above, the resources and monthly fees shall remain unchanged for the period of one and half years from the date of appointment.**

**# The first annual escalation of 10% will be considered after one and half years from the date of appointment.**

### 3.1 (a) No. of auditors required at BOs/ HOVs

Sl. No.	Outstanding (in crores)	Number of Auditors
1	BOs having O/s of <b>more than ₹500 cr.</b> as on 28.05.2025	<b>03</b> (out of which 1 should be Retired Banker / Ex-Banker and 1 should be an Audit Assistant who shall visit daily. In addition, the main partner should visit atleast once a week)
2	BOs having O/s between <b>₹301 crore to ₹500 cr.</b> as on 28.05.2025	<b>02</b> (out of which 1 should be Retired Banker / Ex-Banker /Experienced Chartered Accountant who shall visit daily. In addition, the main partner should visit atleast once a week.)
3	BOs having O/s between <b>₹101 crore to ₹300 cr.</b> as on 28.05.2025	<b>03</b> (out of which 2 should be Audit assistant [Both being experienced in the relative field] who shall visit daily. In addition, the main partner should visit atleast twice a week.)
4	BOs having O/s <b>less than ₹101 crore</b> and newly opened BOs as on 28.05.2025	<b>02</b> (out of which 1 should be Audit assistant [with experience in the relative field] who shall visit daily. In addition, the main partner should visit atleast once a week.)

**All the respondents before applying may ensure to have sufficient resources as prescribed in the table above. The empanelment/appointment will be withdrawn if the adequate resources as required above are not available at any point in time.**

### 3.1 (b) Deliverables from the selected CA Firms:-

**The selected CA firm should furnish the name, qualifications & skill sets of the persons who shall be conducting Audit in the branches of the bank before commencing the audit assignment and such person should continue audit for atleast twelve months. (The format will be shared by Audit Vertical separately with the selected CA firms).**

Sl. No.	Deliverables	Audience	Timeline
1	<b>Monthly Concurrent Audit report – in Audit Software and (Soft Copy) by mail</b>	Branch Incharge / RO Incharge / Audit Vertical	<b>Monthly, within 5 working days</b>
2	<b>Action Taken Report on repeated observations (ATR) – (Soft Copy) by mail</b>	Branch Incharge / RO Incharge / Audit Vertical	<b>Quarterly</b>

The respondents should ensure the timelines as indicated above for the various deliverables and any delay in deliverables may attract penal clause and constant delay in deliverables may lead to

termination and cancellation of the empanelment. The respondents should include the action plan for timely deliverables in the PPT to be submitted along with the responses to this EOI.

### **3.1.1. Number of responses**

**Respondents are required to submit responses for empanelment as concurrent auditors for 03 BO locations across the country wherever they have their Registered Office/Branch Office or offices within 50 km. radius of SIDBI BO locations.** Assignments to a single firm will generally be restricted to maximum 03 BOs at a time to such firms which have strong presence in a particular geographical region.

**It may be mentioned that respondents submitting the responses for more than 03 BO locations for empanelment as concurrent auditors, shall be liable to be rejected.**

- (i) Respondent has to submit single envelope containing application, various documents and annexures.
- (ii) **Envelope should be superscribed “Expression of Interest for empanelment of Concurrent Auditor for various Branch Offices of SIDBI, quoting the BO names viz., 1... 2.....3.....,Tender No.....”.**

---

### **3.2. Information Provided**

---

**3.2.1.** The Expression of Interest contains statement derived from information that is believed to be relevant at the date but does not purport to provide all 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 SIDBI. Neither SIDBI nor any of its employees, agents, contractors or advisors give any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisors has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document. This request for proposal document (EOI document’ or EOI) has been prepared solely for the purpose of enabling SIDBI to shortlist experienced professional firms / Limited Liability Partnership (LLP) of Chartered Accountants / Cost Accountants, for undertaking Concurrent Audit of Operations of Branch Offices (BOs) of SIDBI.

**3.2.2.** The EOI document is not a recommendation, offer or invitation to enter into 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 SIDBI and any successful Respondent as identified by SIDBI, after completion of the selection process as detailed in this document.

---

### **3.3. Disclaimer**

---

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers 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 EOI document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

---

### **3.4. Costs to be borne by Respondents**

---

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the shortlisted Respondent out of the empanelled CA Firms for awarding the contract has to be borne by the said shortlisted Respondent.

---

### **3.5. No Legal Relationship**

---

No binding legal relationship will exist between any of the Respondents and SIDBI until execution of a contractual agreement.

---

### **3.6. Recipient Obligation to Inform Itself**

---

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

---

### **3.7. Evaluation of Offers**

---

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

---

### **3.8. Acceptance of Terms and Selection Process**

---

- 3.8.1.** A Respondent will, by responding to the Bank for EoI, be deemed to have accepted the terms of this EoI.
- 3.8.2.** Each Respondent having responded to this EoI acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this EoI document. The

Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this EoI.

- 3.8.3.** All claims for functional / technical delivery made by the Respondents in their responses to the EoI shall be assumed as deliverable, within the monthly professional fee structure being offered by SIDBI.

---

**3.9. Errors and Omissions**

Each Respondent should notify SIDBI of any error, fault, omission, or discrepancy found in this EOI document.

---

**3.10. Proposal Ownership**

All the submissions, including any accompanying documents, will become property of the Bank. The Respondents shall be deemed to grant all rights to the Bank, to reproduce the whole or any portion of their Responses for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

---

**3.11. Non-Transferable Offer**

This EoI is not transferable. Only the Respondents who has submitted all the requisite documents and has agreed to the monthly professional fees offered by SIDBI will be eligible for participation in the evaluation process.

---

**3.12. Notification**

SIDBI will notify all successful empanelled Respondents in writing or by email as soon as practicable about the outcome of their EoI. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

---

**3.13. Disqualification**

Any form of canvassing / lobbying / influence / query regarding short listing, status, etc., will be a disqualification

**Public Procurement Policy for MSEs:**

Procurement through MSEs will be done as per the policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification No. D.L33004/99 dated March 23, 2012 and as amended from time to time.

Ministry of MSME vide the Notification Dated 26th June, 2020 has started Udyam Registration portal w.e.f. 1st July, 2020. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible for benefits as notified under Procurement Policy for Micro and Small Enterprises 2012 (amended 2018 and 2021).

Purchase preference to MSEs will be given as defined in Public Procurement Policy for Micro and Small Enterprises order, 2012 dated 23.03.2012 and modifications thereof, issued by Ministry of Micro, Small and Medium Enterprises and its subsequent orders / notifications issued by concerned Ministry, if the Respondent wants to avail the purchase preference, the Respondent must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small enterprises.

---

### 3.14. Clarification

---

To assist in the scrutiny, evaluation and comparison, the Bank may, at its sole discretion, ask some or all Respondents for clarification about their submitted documents. The request for such clarifications and the response will necessarily be in writing. Any decision of the Bank in this regard shall be final, conclusive and binding on the Respondent.

---

### 3.15. Clarification Meeting

---

The Bank shall hold a clarification meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the EOI being floated. The Respondent are expected to use the platform to have all their queries answered. No query will be entertained after this meeting.

Clarification sought by Respondent(s) should be as per the format given below, made in writing (e-mail) along with details of vendor (name, company name, email id and mobile no.) and submitted on or before the date as indicated in the '**Critical Information**' section. Bank has discretion to consider any other queries raised by the Respondent's representative during the clarification meeting.

All queries to be addressed to the bank officials as per contact details given in '**Critical Information**' section of EoI. The designated email id for submission of the queries is **auditvertical ho@sidbi.in**.

The Respondents can attend clarification meeting online through Microsoft Teams. In order to schedule the meeting and forward invitation the Respondents are required to communicate the following details addressed to Bank officials:

- i. Details of Respondents such as Name of Participant, Company Name, email ID and Mobile No.
- ii. The Bank would allow only one representative per firm to take part in the online MS Teams meeting due to bandwidth constraints.
- iii. The Bank will not be responsible for any issue in connectivity, audio/video quality etc.

The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the EOI document, if any, will be posted on the Bank's website (**www.sidbi.in**)/ Central Public Procurement Portal (**https://eprocure.gov.in/epublish/app**), after the clarification meeting. It would be

responsibility of the Respondent to check the websites before final submission of complete documents.

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

The format for submission of clarifications is as under:

Sr No	Page no of EoI	Clause No of EoI	Respondent Query

---

### 3.16. Amendment to the bidding document

---

The Bank reserves the right of discretion to:

- a. Amend, rescind or reissue the EoI, at any time prior to the deadline for submission of responses.
- b. Change, modify, add or alter any or all the provisions of this EoI process, without assigning any reasons whatsoever.

The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Respondent, may modify the EOI, by amendment which will be made available to the Respondents by way of corrigendum/addendum.

All such Changes /Corrigendum's/ Addendums and clarification, if any, related to EoI will be posted/uploaded on the bank website ([www.sidbi.in](http://www.sidbi.in))/ Central Public Procurement Portal (<https://eprocure.gov.in/epublish/app>) only and it will become part and parcel of EoI. No individual communications would be made in this respect.

Interested Respondent(s) are advised to check the Bank's website regularly till the end date of submission of documents specified in the '**Critical Information**' Section and verify that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the documents. Such amendments/ clarifications/changes/addendums, if any, issued by the Bank will be binding on the participating Respondents. Bank will not take any responsibility for any such omissions by the Respondent.

In order to allow prospective Respondents reasonable time in which to take the amendment into account in preparing their responses, the Bank, at its discretion, may extend the deadline for the submission of responses.

Nothing in this EOI or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Respondents from forming their own opinions and

conclusions in respect of the matters addressed in this EOI or any addenda/corrigenda or clarifications issued in connection thereto.

---

**3.17. Deadline for submission of Responses**

---

The documents for empanelment must be received by the Bank at specified address not later than the date and time of specified in Critical Information..

In the event of the specified date for the submission of documents, being declared a holiday for the Bank, the documents will be received upto the appointed time on the next working day.

The Bank may, at its discretion, extend the deadline for submission of documents by amending the EOI, in which case, all rights and obligations of the Bank and Respondents previously subject to the deadline will thereafter be subject to the deadline as extended.

---

**3.18. Late submission of documents**

---

Any documents received by the Bank after the deadline for submission prescribed by the Bank will be rejected and returned unopened to the Respondent.

---

**3.19. Language of Documents**

---

The documents prepared by the Respondents as well as all correspondence and documents relating to the EOI exchanged by the Respondent and the Bank and supporting documents and printed literature shall be written in English/ Hindi.

---

**3.20. Modification and / or withdrawals**

---

**3.20.1.** The Respondent may modify or withdraw its EOI documents after the submission of responses, provided that written notice of the modification including substitution or withdrawal of the documents is received by the Bank, prior to the deadline prescribed for submission of same.

**3.20.2.** The Respondent's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent to [auditvertical\\_ho@sidbi.in](mailto:auditvertical_ho@sidbi.in) and

followed by a signed confirmation copy received by the Bank not later than the deadline for submission of documents.

**3.20.3.** No information/ documents may be modified or withdrawn after the deadline for submission of responses..

**3.20.4.** Bank has the right to reject any or all documents received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the documents due to any reason whatsoever.

---

**3.21. Details of Documents to be submitted**

---

**3.21.1.** The documents evidencing compliances of minimum eligibility criteria & technical eligibility criteria as prescribed by the Bank shall be submitted. .

**3.21.2.** Respondents are required to submit their responses in non-window sealed envelopes and duly marked the **tender number and the content details**.

**3.21.3. Respondents are required to submit as under:-**

<b>Envelope containing the following documents:-</b>		
<b>Sr. No.</b>	<b>Cover Contents</b>	<b>Annexure Nos.</b>
1.	Covering letter	Annexure – I
2.	Minimum eligibility criteria with all relevant Annexures and proof	Annexure - II
3.	Technical Eligibility Criteria Compliance with all relevant Annexures and proof	Annexure III
4.	Self-Declaration for non-backlisting / Clean Track Record	Annexure IV
5.	Power of Attorney	Annexure V
6.	Letter of Conformity	Annexure VI
7.	Non-Disclosure Agreement	Annexure VII
8.	Statement of Deviations	Annexure VIII
9.	Pre-Contract Integrity pact	Annexure IX
10.	Land Border Sharing Declaration	Annexure X

Note: - Proper Sr. No. & Indexation is mandatory. Any hard copy received without proper Sr. No. & Indexation may get disqualified.

The sealed envelope should be superscribed **“Expression of Interest for empanelment of Concurrent Auditor for various Branch Offices of SIDBI, quoting the BO names viz., 1... 2.....3.....,Tender No.....”**.

**3.21.4.** The name of the Respondent alongwith Firm name and contact details to be written on the envelope. If the envelope(s) are not sealed and marked as indicated above, the Bank will assume no responsibility for the misplacement of document/ s or its premature opening. All the responses are required to be submitted through hardcopy only at the mentioned registered address. The documents shall consist of eligibility criteria and technical criteria, etc.

**3.21.5.** Responses should be concise and to the point. Relevant documents must be submitted as proof, wherever necessary. Submission of irrelevant documents must be avoided.

If the responses do not contain all the information required or is incomplete, the proposal is liable to be rejected.

- 3.21.6.** Any deviations from the specifications should be clearly brought out in the bid.
- 3.21.7.** The documents shall be typed, all pages numbered and shall be signed by the Respondent authorized signatory and supported by rubber stamp impression. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 3.21.8.** The response documents shall be bound or filed.
- 3.21.9.** Each of the envelope(s) shall be addressed to the Bank at the address given below:

Dy. General Manager  
Audit Vertical  
SIDBI, 4<sup>th</sup> Floor, SIDBI Tower,  
15, Ashok Marg,  
LUCKNOW - 226001  
Ph: 0522-4259755/ 4259756  
E-mail: [auditvertical\\_ho@sidbi.in](mailto:auditvertical_ho@sidbi.in)

---

### **3.22. Pre-Contract Integrity Pact (IP)**

---

- 3.22.1.** Central Vigilance Commission (CVC) vide circular no. 015/VGL/012/-276469 dated 25.02.2015 has directed adoption of Integrity pact in Public Sector Banks.
- 3.22.2.** Pre-Contract Integrity Pact is an agreement between the prospective vendors / Respondents and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- 3.22.3.** Only those Respondents who have entered into such an Integrity Pact with SIDBI would be competent to participate in the tender process. In other words, entering into this pact

would be a preliminary qualification. Those responses which do not contain the Integrity Pact are liable to be rejected.

- 3.22.4.** The Integrity Pact in respect of a particular contract would be effective from the stage of invitation of responses till the complete execution of the contract.
- 3.22.5.** The Respondent has to submit signed Pre-Contract Integrity Pact as per the format at **Annexure-IX** on non-judicial stamp paper of requisite value (to be borne by the Respondent) applicable at the place of its first execution.
- 3.22.6.** The Integrity pact shall be signed by the person who is authorised to sign the bid along with witness.
- 3.22.7.** The details of Independent External Monitor (IEM) are:

<b>Name</b>	Shri Sanjay Kumr Srivastava, IAS (Retd.)	Dr. Parvez Hayat, IPS (Retd.)
<b>Email ID</b>	sksrivastava_7854@rediffmail.com	phayatips@gmail.com
<b>Contact Number</b>	9910059472	9810134469

---

### **3.23. Erasures or Alterations**

The offers containing erasures or alterations will not be considered until it is duly signed and stamped by the authorized signatory. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “complied”, “as given in brochure / manual is not acceptable. The Bank may treat such offers as not adhering to the tender guidelines and as unacceptable

---

### **3.24. Conditional Responses**

Conditional responses shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

---

### **3.25. Authorised Signatory**

- 3.25.1.** The Respondent should submit power of attorney as per the format given in **Annexure-V** OR a certified copy of the resolution of their board, authenticated by the Company Secretary, authorizing an official or officials of the Respondent to sign the documents, to discuss, sign agreements / contracts / purchase order with the Bank, raise invoice and accept payments and also to correspond.
- 3.25.2.** The / documents shall be duly signed by the authorized signatory (in whose favour Power of Attorney is issued)
- 3.25.3.** The documents / responses signed by authorized signatory would be binding on the Respondent Firm/ entity.

---

### **3.26. Opening of Responses**

On the scheduled date and time responses will be opened by the Bank’s Committee.

- 3.26.1.** On the scheduled date and time, responses will be opened by the Bank Committee in presence of Respondent representatives. It is the responsibility of the Respondent's representative to remain present through MS Teams at the time and on the date specified in the EOI document.
- 3.26.2.** If any of the Respondents or all Respondents who have submitted the documents and are not present during the specified date and time of opening it will be deemed that such Respondent is not interested to participate in the opening of the responses and the bank at its discretion will proceed further with opening of the technical eligibility documents in their absence.
- 3.26.3.** The Respondent name and presence or absence of requisite tender form cost (if any) and any such other details as the Bank, at its discretion may consider appropriate will be announced at the time of opening of responses. No responses shall be rejected at the time of opening, except for late responses which shall be returned unopened to the Respondent.
- 3.26.4.** Envelopes that are not opened during the course of opening of the proposals / responses shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn responses will be returned unopened to the Respondents.

---

**3.27. Sub-contracting**

---

The Bank expects a single Respondent having in-house capabilities to deliver the scope as per the Terms of Reference. **Formation of consortium or association of consultants or sub-contracting of services in whole or part with other firms shall not be permitted.** In case the Respondent is not found to possess the requisite capabilities, it will be summarily disqualified from the process of empanelment / assignment.

---

**3.28. Restriction on Procurement due to National Security**

---

- 3.28.1.** Any Respondent from a country sharing a land border with India will be eligible to respond to this EOI only if the Respondent is registered with the Department for Promotion of Industry and Internal Trade (DPIIT, Government of India). A copy of the valid Certificate as per the **Annexure - X** given in EoI to be attached with the documents vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.
- 3.28.2.** Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from Respondents from a country or countries, on grounds of defense in India, or matters directly or indirectly, related thereto, including national security.
- 3.28.3.** Any Respondent from a country which shares a land border with India will be eligible to bid in this tender only if the Respondent is registered with the Competent Authority.
- 3.28.4.** "Respondent" (including the term 'tenderer', 'Firm' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Respondents stated

hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

**3.28.5.** "Respondent from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- h. The beneficial owner for the purpose of 3 above will be as under:  
"In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means."

**3.28.6. Explanation**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- i. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- ii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iii. Where no natural person is identified under (i) or (ii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- iv. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful Respondent shall not be allowed to sub-contract works to any contractor or agency from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

---

### **3.29. No Commitment to Accept Any Response(s)**

---

- 3.29.1.** The Bank reserves its right to reject any or all the response(s) without assigning any reason thereof whatsoever.
- 3.29.2.** The Bank will not be obliged to meet and have discussions with any Respondent and/or to entertain any representations in this regard.
- 3.29.3.** The response documents received and accepted will be evaluated by the Bank as per the evaluation process mentioned in this document. However, the Bank does not bind itself to accept any or all response/s and reserves the right to reject any or all response at any point of time prior to the order without assigning any reasons whatsoever.
- 3.29.4.** The Bank reserves the right to re-tender or cancel the EOI process at any stage of the bidding process.

---

### **3.30. Contacting the Bank**

---

- 3.30.1.** Respondent shall NOT contact the Bank on any matter relating to its response, from the time of opening of documents to the time a communication in writing about its qualification or otherwise received from the Bank.
- 3.30.2.** Any effort by the Respondent to influence the bank in its decisions on evaluation, comparison of responses may result in the rejection of the Respondent's response.

---

### **3.31. Right to Reject responses**

---

- 3.31.1.** The Bank reserves the absolute and unconditional right to reject the response to this EOI if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter.
- 3.31.2.** The responses is liable to be rejected due to occurrence of the following conditions:
- i. It is not in conformity with the instructions mentioned in the EOI document.
  - ii. It is not properly or duly signed.
  - iii. It is received through Telex / telegram / fax/e - mail.
  - iv. It is received after the expiry date and time.
  - v. It is incomplete including non-furnishing of the required documents.
  - vi. It is evasive or contains incorrect information.
  - vii. There is canvassing of any kind.
  - viii. It is submitted anywhere else other than the place mentioned in the EOI.

\*\*\*\*\*

## 4. Background

### 4.1. Introduction

Small Industries Development Bank of India (SIDBI) was established under an Act of Parliament in 1990. SIDBI is the Apex Development Financial Institution (DFI) in the country for Promotion, Financing & Development of the Micro, Small and Medium Enterprises (MSME) sector- which is one of the most important growth engine of Indian Economy. SIDBI is running major impact initiatives in the field of Institutional Credit, Venture Capital, Informal Micro Enterprises [IMEs], Micro Credit, MSME Credit, Digital Initiatives, MSME Ecosystem development, Programmes for Development and Impact [PDI], etc. SIDBI's operations are well differentiated from commercial banks and are a blend of development and finance. The respondents can visit [www.sidbi.in](http://www.sidbi.in) for more information.

### 4.2. Financial Role

The statutory mandate of SIDBI is broadly divided into Financial Role and Promotional & Developmental Role.

#### 4.2.1. Indirect Finance

SIDBI is a prominent resource provider to Primary Lending Institutions (PLIs) like Scheduled Commercial Banks, Small Finance Banks (SFBs), NBFCs, New Age Fin Techs and Micro Finance Institutions, etc. to enable them to on-lend to MSMEs at competitive rates.

#### 4.2.2. Direct Finance

SIDBI provides direct credit to MSMEs mainly to fill credit gaps in the MSME sector through demonstrative and innovative lending products, which can be further scaled up by the Banking system. The direct finance loans particularly machinery loans are fully digitised from end to end. The Bank focused on ensuring uninterrupted flow of credit to MSMEs, especially to those engaged in niche areas viz., defence manufacturing, service sector entities, bill discounting, etc. to reach to maximum number of MSMEs of the country.

Operational set up for direct finance operations is as given under:

<b>Regional Offices/Zonal Offices</b>	16
<b>Branch Offices (BOs)</b>	156 including Regular BOs, Emerging BOs (EBOs), Start-Up BOs & Satellite BOs.
<b>Centralised Express Loan Service Centre at Lucknow</b>	1

Further, the Bank has taken steps like widening reach, diversifying base, faster delivery and retention of good customers to increase the direct lending portfolio. In this regard, it may be mentioned that apart from above, some more new BOs/EBOs are expected to be opened up during FY 2026.

#### Business enablers under Direct Finance

- **Tie-ups with OEMs / Industry Associations:** The Bank has entered in MOU with OEMs / machinery suppliers and leading Industry Associations to accelerate Credit

delivery to MSMEs. Also, SIDBI has entered into MOUs with various Industry Associations to encourage promotional and developmental initiatives of the Bank.

- **Promoting Renewable energy usage:** to give impetus to adoption of cleaner energy among MSMEs, the Bank has entered partnership with three OEMs in the solar power sector.
- **Launch of New & Quick Deliverable Products:** The Bank has launched quick delivery machinery loans products focusing on digital sanction and disbursement of these loans within a few days. These products catered mainly to micro enterprises with very less TAT.

**4.2.3. Sustainable Development:** The Bank has been operating focused lending schemes for promoting investment in clean production and energy efficient technologies / production processes under bilateral line of credit from international multilateral agencies.

#### **4.2.4. Micro Lending**

The Bank has launched the PRAYAAS scheme to facilitate enterprise promotion and to bring down the cost of credit to borrower at the bottom of the pyramid. This scheme leverages the outreach of Partner Institutions like MFIs / SHPIs / NBFCs / FinTech's and other entities in extending affordable finance to the budding micro entrepreneurs.

---

### **4.3. Promotional and Developmental Initiatives (PDI)**

---

4.3.1. PDI initiatives of the Bank are woven around Mission Swavalamban, which is an umbrella framework for stimulating the entrepreneurship culture and supporting various livelihood and entrepreneurship programmes. Mission Swavalamban has four distinguishing pillars viz., Sampark, Samwad, Suraksha and Sampreshan (4S).

## 5. Scope of Work

### 5.1. Introduction

This Expression of Interest (EoI) document has been prepared solely to inform potential respondents and to solicit proposals for empanelment / Engagement of professional firms / agencies for carrying out Concurrent Audit of Branch Offices of the Bank.

SIDBI's Branch Office(s) functions include credit dispensation under Direct Credit and other day-to-day operations of the Bank. The selected Chartered Accountants firms/cost accountants would undertake the concurrent audit of operations of the Branch(es) on daily/regular basis and based on their findings also regularly suggest measures to improve the functioning of operations of Branch of SIDBI. The assignment would also include verification and confirmation on the adequacy of internal controls and IT system for sustaining operations. **The details of manpower to be deployed is given at Para 3.1 (a) page number 11 of this EoI.**

Concurrent Audit covers the Branch Operations including its core functions such as credit appraisal, pre-sanction, post-sanction, monitoring and supervision mainly under Direct Credit, Working Capital, and other day to day branch transactions/ operations, various lists/ statements being submitted to SIDBI towards availing finance by MSMEs

### 5.2 Objectives

#### 1. Objective of Concurrent Audit

Concurrent Audit is an examination that is contemporaneous with the occurrence of transactions or is carried out as near thereto as possible. The objective of Concurrent Audit is to supplement the efforts of the Bank in carrying out simultaneous internal checks of transactions and compliance with the laid down systems and procedures of the Bank.

#### 2. Role of Concurrent Auditor

The role of Concurrent Auditor is to see that the transactions are properly recorded, authorized, documented, and vouched on a daily basis. It should lead to spot rectification of the irregularities and implementation of systems and procedures. The Concurrent Auditor should be able to throw early warning signals for incipient sicknesses of accounts which should be promptly analyzed for timely remedial action. **Concurrent Auditor is also required to check the end use of funds including obtaining necessary proof/ invoices, insurance policies and post disbursement / monitoring visits to various customers of the Bank, including accounts which are potential / existing NPAs.**

### 5.3 Broad Scope of work for Concurrent Audit of BO operations

#### SCOPE OF CONCURRENT AUDIT:

The following areas will be covered in the Concurrent Audit in respect of credit functions under Direct Credit Scheme of SIDBI:

#### A. All Loans under Direct Credit Scheme:

- a) Verifying that the sanction of loans is done by the appropriate authority as per delegated powers.

- b) Verifying that the terms and conditions of sanctions are as per criteria approved in the loan policy.
- c) Verifying that the sanctioning authority has used the combined rating which takes into account both the Borrower Rating and Facility Rating for taking credit decisions.
- d) Verifying that all proposals attracting provisions of 'connected lending' are sanctioned by the appropriate delegated authority.
- e) To review and comment whether a declaration from the borrowers regarding credit facilities enjoyed from other banks is on record in respect of loans sanctioned under multiple banking arrangements.
- f) Verifying the loan agreements and security documents and ensuring that the terms and conditions of sanctions are reflected therein and that the security documents are correct and mortgage created is in order.
- g) All the loan disbursements are to be checked / verified by the concurrent auditors before actual disbursements and all the disbursement notes need to be signed off by the concurrent auditors (CA Partner/ Authorised Chartered Accountant).
- h) Verify whether all charges of SIDBI on the assets mortgaged/ hypothecated are registered with MCA/CERSAI/ relevant State Government authorities.
- i) Ensuring that the disbursal is in compliance with the approved Loan Policy of the Bank.
- j) Verifying the accounting of disbursals as well as the accruals of interest including correctness of the spread, interest rates, etc. as approved by the Sanctioning Committee. This has to be checked in software as well.
- k) Verifying that the income recognition and provisioning of income receivable is as per the accounting policies and RBI norms.
- l) Verifying the receipts of installments (principal + interest) on the due dates.
- m) Ensuring that interest, principal, fees (processing fees, service fees, documentation fees, commitment fees, upfront fees etc.), penal charges, liquidated damages, additional interest to be charged as per sanction terms on prospective or retrospective basis on account of any delay in creation of security stipulated e.g. Mortgage/ escrow/ pledge of shares etc. or non-compliance with specific sanction terms are calculated accurately and accounted under the appropriate income head.
- n) Verifying timely receipt of fees (processing, service fees, documentation fees, commitment fees, upfront fees etc.), penal charges, liquidated damages, additional interest to be charged as per sanction terms or any other revenue leakage.
- o) Verifying the adequacy of insurance cover and validity of the same.
- p) Verify whether unhedged foreign currency exposure statement / certificate is obtained from borrowers on a quarterly basis.
- q) Verify whether exchange of credit information under multiple banking arrangements is done at regular intervals.
- r) Verify specific internal approval as per Delegation of Power (DoP) for extending timelines for creation of security with or without additional interest as stipulated.
- s) Verifying that periodical site inspections/ visits are carried out by the Bank Officials at the stipulated intervals and proper record of such inspections/ visits is maintained.

- t) Verifying that the classification of Loans as NPA (Non –Performing Assets) is done as per the RBI norms.
- u) Regular Reporting on accounts, which are likely to become NPA (such as SMA accounts).
- v) To verify that a review of all restructured loan accounts is periodically submitted to competent authority.
- w) Auditors to give comments on the credit supervision aspects of the loan portfolio (through reviews such as site visit reports, end use certificates and insurance policies).
- x) To verify that the exception reports are generated and verified
- y) To verify whether there is any misutilization of the loans and whether there are instances indicative of diversion of funds and indicate separately in the report (based on reviews such as site visit reports and end use certificates).
- z) For all PA and NPA accounts, to check whether the latest Audited Balance Sheets are available or not and indicate separately in the report.
- aa) For all PA and NPA accounts, to verify and mention the total value of Insurance policies available and the total borrowings of the Borrower availed from all banks (all funded and non-funded facilities availed from all banks), as per the borrower's signed copy of existing charges and also as per ROC charge list post creation of charge in favor of the Bank and indicate separately in the report.
- bb) To verify that all regulatory provisions/ guidelines are duly complied with (e.g. areas including TDS and service tax / professional tax/GST etc).
- cc) Verify whether subsidy claims like CLCSS/TUFS etc. are as per the respective scheme and lodged timely with govt. authorities by the Branch through Head Office.
- dd) Verify whether claims submitted by Branch to CGTMSE and NCGTC in time.
- ee) Carrying out Credit Audit in respect of the eligible cases, as and when assigned, as per the extant guidelines of the Bank.
- ff) Verify whether guarantee fee for coverage under CGTMSE is collected and deposited with Credit Guarantee Trust Fund.
- gg) Verify whether assets have been verified by the BO within the stipulated time frame from the date of classification of account as SMA and NPA.
- hh) To verify updating of security value (primary and collateral – movable & immovable) in the (Recovery and NPA Management System) RNMS in respect of all loans.
- ii) Verify whether RAM/ CART ratings are approved by the delegated authority.
- jj) Verify whether Safe Custody verification is being carried out by BO as per the extant guidelines of the Bank.
- kk) Verify whether validation of sanction / review of undisbursed sanctions has been carried out as per extant guidelines.
- ll) To verify /review the interim disbursements /final security creations.
- mm) Any other areas on the operations of the Bank which are vital, in nature.
- nn) Concurrent Auditors are to supplement the efforts of the Bank in carrying out simultaneous check of 100% of transactions and compliance to laid down process/guidelines of the Bank.

- oo) Concurrent Auditors are required to cover all the areas of the functioning of the Branch operations, as given in the scope of work, and submit their report through Audit software in the system.
- pp) Concurrent Auditors are required to ensure that BOs are adhering to the guidelines pertaining to verification of end use of funds, post disbursement visit to the units for verification of machinery/ assets. Concurrent Auditors should confirm that all compliances relating to the end use of funds for all disbursements effected in the preceding month are done.
- qq) Concurrent Auditors to confirm / mention on a monthly basis that all the required documents are scanned and uploaded in the system in the preceding month as per their scope of work.
- rr) Concurrent Auditors to invariably comment on the quality of housekeeping of the BOs in their monthly audit report.
- ss) Concurrent Auditors to verify / accept the compliances submitted by the BOs on their RBIA report and thereafter BOs shall forward the compliance for acceptance and closure.
- tt) Concurrent Auditors to ensure that compliances on repeat/ common audit observations to be bare minimum.
- uu) Concurrent Auditors to comment in their monthly audit report on the weekly/ monthly exceptional alerts reports received in the BO.
- vv) Concurrent Auditors to regularly verify and comment in their monthly audit reports on Early Warning Signals (EWS) generated on monthly basis regarding pendency, genuineness of alerts generated, severity of alert etc.
- ww) Concurrent Auditors to regularly check the Master Ledgers especially reset of interest rates, reset frequency, type of interest rate (fixed/ floating), spread of interest rate, etc. and compulsorily comment in their monthly audit reports.
- xx) Concurrent Auditors are also required to check the audit trail of various other direct finance schemes viz., GST Sahay which is 'on tap' invoice-based financing (cash flow based) for small value credit to micro enterprises.
- yy) Concurrent Auditors to ensure that BOs carry out Annual review and rerating of all eligible DCS cases. They should check the system generated report in this regard and comment in their monthly audit report.

Concurrent Auditors are required to check whether the BO has assigned the valuation of the assets/collaterals as per SIDBI's guidelines to valuers on expiry. Also, whether the BO has assigned the work of title investigation to an empanelled advocate on expiry of the term as per Bank's guidelines.

**B. Scope for Working Capital Cases:**

- a) To verify that margin on stock/ book debts; Rate of Interest & Drawing Power is considered / fixed as per the terms of sanction.
- b) To verify that the limits have not been made operational beyond the validity period, without approval of the competent authority for extension of the validity period.
- c) To verify that the periodic visits to the borrower units have been undertaken as per the Scheme guidelines.
- d) To verify that the monthly stock statement from the borrower is obtained in time and duly updated in the system.

- e) To scrutinize the monthly stock statements to verify correct valuation/ calculation of drawing power (e.g. by exclusion of non-moving / obsolete stocks for calculation of DP and by excluding old & doubtful book debts, margins. etc.) and sign off monthly DP.
- f) To verify that the CA certified book debt statements from the borrowers are obtained on half-yearly basis.
- g) To verify that stocks are adequately insured as per the extant guidelines of the bank and are in the joint names / with bank clause and the policies are renewed on timely basis.
- h) To verify that Quarterly Information System (QIS) statements & other financial statements are obtained, wherever applicable and indicate the observations on the general business operations / profitability etc.
- i) To verify that stock audit is undertaken, wherever applicable and that the compliance of stock audit observations are met and closure of the same are obtained from the delegated authority.
- j) To examine the overdue accounts closely (in terms of operations in the a/c, Stock & Book Debt statement, Credit Summation, QIS & other statements, Renewal, Cheque Bouncing etc.).
- k) To verify compliance of extant guidelines, in case of multiple current accounts and / or multiple banking arrangement.

**C. Scope for Letters of Credit (LC) / Bank Guarantee (BG):**

- a) Check whether LCs are for genuine trade transactions and necessary vouchers reflecting LC opening are passed by BO.
- b) Check whether the Letters of Credit issued by the branch are within the delegated powers.
- c) Check that LC commission is taken correctly, and necessary vouchers passed.
- d) Check whether LCs are retired in time and necessary reversal vouchers are passed by BO.
- e) Check whether Guarantees are issued after vetting by Legal Department and guarantee number is auto generated from Direct Finance System.
- f) Check whether bank guarantees issued are properly worded and recorded in the register of the bank. Whether they have been promptly renewed on the due dates.
- g) Check that Guarantees are closed and reversed in time as per extant guidelines.

**D. Branch Specific:**

- a. Bank reconciliation – Verification of transaction both credit and debit is based on legitimate instruments. Comments/Confirmation on whatever reconciliation undertaken by the dealing offices is in order.
- b. To verify the transactions and accounts viz. receipts & payments validated through instruments, verify the process of reconciliation undertaken by BO of various sensitive accounts viz. Sundry, Suspense, Receipts Pending Appropriation, bank reconciliation etc., instead of reporting merely based on the certificates / statements

- by the branch officials.
- c. To verify timely reconciliation of entries outstanding in the Branch with regard to inter-branch and inter bank accounts, Suspense Account, Sundry Deposits Account, etc.
  - d. To verify that all the accounting transactions are carried out in accordance with the extant guidelines of the Bank.
  - e. To scrutinize quarterly trial balance codes and verify the quarterly closing returns prepared by the Branch Office and sign off.
  - f. To verify Housekeeping of the Branch Office, record management, etc.
  - g. To verify audit compliance – comments on quality of compliance and pendency
  - h. To verify administrative & premises maintenance – administrative payments, petty cash, AMC, insurance, leased rental contract, office security & periodic mock drill, etc.
  - i. Concurrent Auditors are required to ensure that BOs are adhering to the guidelines pertaining to verification of end use of funds, post disbursement visit to the units for verification of machinery/assets. Concurrent Auditors should confirm that all compliances relating to the end use of funds for all disbursements effected in the preceding month are done.
  - j. Concurrent Auditors to confirm / mention on a monthly basis that all the required documents are scanned and uploaded in the system in the preceding month as per their scope of work.
  - k. Concurrent Auditors to invariably comment on the quality of housekeeping of the BOs in their monthly audit reports.
  - l. Concurrent Auditors to verify / accept the compliances submitted by the BOs on their RBIA report and thereafter BOs shall forward the compliance for acceptance and closure.
  - m. Concurrent Auditors to ensure that compliances on repeat/ common audit observations to be bare minimum.
  - n. Concurrent Auditors to regularly check the Master Ledgers especially reset of interest rates, reset frequency, type of interest rate (fixed/ floating), spread of interest rate, etc. and compulsorily comment in their monthly audit reports.
  - o. Concurrent Auditors to ensure that BOs carry out Annual review and rerating of all eligible DCS cases. They should check the system generated report in this regard and comment in their monthly audit report.
  - p. Any other areas on the operations of the Bank which are vital in nature may be checked by the Concurrent Auditors.

**The above areas of operation are illustrative and not exhaustive.**

\*\*\*\*\*

---

## 6. Evaluation Methodology

---

### 6.1 Evaluation Process

---

- 6.1.1. The Respondent has to submit documents evidencing compliance of
- a) **Minimum Eligibility Criteria** – Documents evidencing compliance of eligibility criteria as contained in Annexure II of this EOI.
  - b) **Technical Eligibility Criteria** - – Documents evidencing compliance of eligibility criteria as contained in Annexure III of this EOI.(including the name, qualifications & skill sets of the persons who shall be conducting Audit in the branches of the bank and who shall continue audit for twelve months.
- 6.1.2. The Bank will scrutinize the Applications/ Documents/ Annexures to the application submitted to determine whether they are complete and as per EOI requirement. The Bank shall evaluate the compliance of Minimum Eligibility Criteria and technical eligibility criteria and based on its evaluation, eligible respondents would be empanelled. Post-empanelment, appointment for a Branch Office/set of Branch Offices shall be based on the highest technical score attained by the firm, if more than one firm is found to have applied for a given Branch Office/set of Branch Offices.
- 6.1.3. The Bank reserves the right to review the decision of empanelment of the Concurrent Auditor at any point of time.
- 6.1.4. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.
- 6.1.5. All the documentary proofs are to be submitted along with the documents in response to this EOI.
- 6.1.6. Respondents must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. SIDBI would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.
- 6.1.7. During evaluation, Bank at its discretion can ask the Respondents for further clarifications.
- 6.1.8. Bank may waive off any minor infirmity or nonconformity or irregularity in a document/s, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any Respondent.

---

### 6.2. Opening of Minimum Eligibility and Technical Eligibility Responses

---

- 6.2.1. Response documents received within stipulated time, shall be opened as per schedule given in the '**Critical information**' sheet.
- 6.2.2. On the scheduled date and time, responses will be opened by the Bank Committee in presence of Respondent representatives. It is the responsibility of the Respondent's

representative to remain present through MS Teams at the time and on the date specified in the EOI document.

- 6.2.3. If any of the Respondents or all Respondents who have submitted the documents and are not present during the specified date and time of opening of documents, bank at its discretion will proceed further with opening of the documents in their absence.
- 6.2.4. Documents that are not opened at the designated date and time shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn responses will be returned unopened to the Respondents.

---

### **6.3. Preliminary Examinations**

---

- 6.3.1. The Bank will examine the response documents to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 6.3.2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a response document which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Respondent.
- 6.3.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each document. For purposes of these Clauses, a substantially responsive document is one, which conforms to all the terms and conditions of the EOI document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of responsiveness is to be based on the contents of the document itself, without recourse to extrinsic evidence.
- 6.3.4. If a document is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Respondent by correction of the nonconformity.
- 6.3.5. The Respondent is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Document will be at the Respondent's risk and may result in the rejection of its response/ application for empanelment.

---

### **6.4. Clarification on Responses/Documents**

---

To assist in the scrutiny, evaluation and comparison of responses, the Bank may, at its sole discretion, ask some or all Respondents for clarification on their responses. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the response document shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the Respondent.

## 6.5. Evaluation of Eligibility Criteria

Sr.No.	Detail Eligibility Criteria	Documents required
1	Valid registration / Certificate of Practice from the Institute of Chartered Accountants of India (ICAI)/ Institute of Cost Accountants of India (ICMAI) and should be empaneled with RBI and should have minimum of 05 years in operations	<ol style="list-style-type: none"> <li>1. Copy of registration certificate issued by ICAI/ICMAI.</li> <li>2. Copy of Multipurpose Empanelment Form (MEF) certificate in the name of the applicant firm be submitted.</li> <li>3. Copy of Audited financial statements.</li> </ol>
2	To be a Partnership firm/ LLP of Chartered Accountants with minimum 3 partners of which at least 1 partner should be FCA Further, at least one partner should have a continuous association with the firm for the minimum period of 5 years.	Copy of Partnership Deed / LLP agreement along with firm registration certificate issued by ICAI / ICMAI.
3	Bidding entity should have a minimum of three years of experience in carrying out concurrent audits in Scheduled Commercial Banks, Financial Institutions (FIs) (excluding cooperative banks & RRBs) mainly in credit dispensation under Direct Credit / MSME financing and other day to day operations of the bank.	Copy of relevant letter of assignment duly signed by the banks/FIs and acceptance / completion. In addition, the Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of evaluation.
4	The bidding company, as on the date of submission of bid, should not have been / blacklisted/ banned / barred / disqualified / prohibited by GoI or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.	Self- declared Undertaking by the firm as per Annexure IV.
5	Annual revenue of at least ₹0.50 crore in any three of the previous five financial years. (FY 2024, FY 2023, FY 2022, FY 2021, FY 2020)	Copy of audited financial statements
6	The bidder should have presence in all the locations for which it proposes to take up the audit assignments as indicated in the Bid application form. The presence will be reckoned only if the bidder has its Head/ Registered Office, Branch Office or office within a radius of 50 km. from SIDBI's BO.	Certificate of registration issued by ICAI / ICMAI
7	Concerned RBI guidelines shall be followed in this regard. The applicant should not have been a Concurrent Auditors of SIDBI for more than five years and with a particular BO/ business unit of SIDBI for more than 03 years as on 31.07.2025.	Firms which have carried out Concurrent Audit exercise for more than 3 years in respect of any BO of SIDBI as on 31.07.2025 shall not be eligible to apply for the assignment for such BOs. Further, while such firms

		can apply for other BOs, their overall tenure would be restricted to maximum period of 5 years at a stretch i.e., including the period of 3 years which has already elapsed as on July 31, 2025 in compliance to the extant RBI guidelines.
--	--	---

- 6.5.1. Respondent must comply with all above-mentioned criteria. Non-compliance of any of the Eligibility criteria will entail rejection of the offer summarily. The evaluation committee reserves the right to verify /evaluate the claims made by the vendor/ respondent independently. Any discrepancy could lead to censuring / blacklisting of the Respondent. Any decision in this regard shall be final and binding upon the Respondent.
- 6.5.2. Those who fulfil all the eligibility criteria as mentioned above would be eligible to be empaneled with SIDBI.
- 6.5.3. Minimum Eligibility Criteria Format as per **Annexure -II** given in this EoI to be submitted by Respondents and should contain detailed responses to each of the above eligibility criteria along with documentary proofs as specified above.

#### 6.6. Evaluation of Technical Responses

- 6.6.1. SIDBI may seek specific clarifications from any or all the Respondent(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the Respondents within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the Respondent shall be accordingly taken by SIDBI.
- 6.6.2. Technical bids would be evaluated based on the following parameters:

Sl. No.	Criteria		Maximum Marks (Weightage)	Documents Required
1	Bidder should be a Partnership firm / LLP registered in India under Partnership Act 1932/2008 and should have minimum of 5 years in operation	15	Only the period/year's having operational income will be considered for evaluation. <ul style="list-style-type: none"> <li>✓ Minimum 5 years of operations– 5 Marks</li> <li>✓ More than 5 years of operations but less than 10 years– 10 Marks</li> <li>✓ More than 10 years of operations – 15 Marks</li> </ul>	Copy of Partnership deed / LLP agreement & Copy of relevant audited financial statement. Auditors Certificate stating operational income in relevant financial years.

Sl. No.	Criteria		Maximum Marks (Weightage)	Documents Required
2	The average of annual revenue (best of three in the last five financial years) of the bidder.	15	<p>Average Annual revenue (best of three in the last five years financial years):</p> <ul style="list-style-type: none"> <li>✓ Minimum ₹0.50 crore but less than ₹2 Crore – 5 marks</li> <li>✓ More than ₹2 crores but less than ₹5 Crore – 10 marks</li> <li>✓ More than ₹5 crore – 15 marks</li> </ul>	Copy of audited financial statement for the last 05 FYs. (FY 2019 to FY 2024)
3	Experience in carrying out concurrent audits in Scheduled Commercial banks, Financial Institutions (FIs) (excluding cooperative banks & RRBs) mainly in the area of credit dispensation (including MSME financing) and other day-to-day operations of the bank.	15	<ul style="list-style-type: none"> <li>✓ Minimum 03 years of experience – 5 Marks</li> <li>✓ More than 03 years of experience and up to &amp; including 05 years– 10 Marks</li> <li>✓ More than 05 years of experience – 15 Marks</li> </ul>	<p>Copy of relevant letter of assignment duly signed by the bank and acceptance / completion.</p> <p>The Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of technical evaluation.</p>
4	Composition of the team, quality, and suitability – includes number and experience of professionals deployed for duration of assignment, other experts / capabilities proposed to be drawn, etc	15	<p>CV should cover</p> <ul style="list-style-type: none"> <li>✓ Having upto a minimum of 3 partners, out of which at least 01 partners should be FCA - 5 marks</li> <li>✓ Having upto 3 Ex – Bankers / Retired Bankers who are involved in concurrent Audit for more than 1 years (the Retired Banker / Ex – Banker should have at least 3 years of working in credit operations of a scheduled commercial bank, Financial Institutions (Fis) excluding [Co – operative Banks &amp; RRBs]) – 12 marks</li> <li>✓ Additional 3 marks for having atleast 3 qualified Information System Auditor</li> </ul>	<p>Certificate of Registration issued by ICAI / ICMAI along with CISA / DISA certificates of partners associated with the firm and profile of the ex-bankers associated with the firm evidencing the fulfillment of the requirement. CV of ex-partners and ex-bankers with relevant supporting documents may be enclosed.</p>

Sl. No.	Criteria		Maximum Marks (Weightage)	Documents Required
			(CISA/ DISA) with necessary exposure of systems audit, as member / Head of the team  Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.	
5	<p>Presentation</p> <ul style="list-style-type: none"> <li>✓ Understanding of the scope of the assignment.</li> <li>✓ Understanding Financial Institutions / banks / Regulatory environment.</li> <li>✓ Understanding of deliverables of the engagement.</li> </ul>	20	<p>Assessment by Evaluation Committee based on the presentation</p> <ul style="list-style-type: none"> <li>✓ 10 Marks for Understanding of the scope of the assignment and deliverables.</li> <li>✓ 5 Marks for understanding Financial Institutions, banks, and Regulatory environment</li> <li>✓ 5 Marks for Understanding of deliverables of the assignment.</li> </ul>	<p>Assessment by Evaluation Committee based on the 05 slides of presentation (PPT to be submitted)</p> <p><b><i>The Bank reserves the right to seek interaction related to the presentation submitted by the respondent.</i></b></p>
6	<ul style="list-style-type: none"> <li>➤ Proposed approach and methodology for the entire scope of work</li> <li>➤ Relevance and robustness of plan created by the Respondent in terms of delivering outcomes and meeting timelines</li> </ul>	20	<p>Assessment by Evaluation Committee based on the written submission</p>	<p>Assessment by Evaluation Committee based on the written submission</p> <p><b><i>The Bank reserves the right to seek interaction related to the written submission made by the respondent.</i></b></p>
	<b>Maximum technical score</b>	<b>100</b>		

## **7. General Terms and Conditions**

### **7.1. Terms of the Empanelment**

7.1.1. The selected firm/ LLP of Chartered Accountant would initially be assigned the contract for a period of one year (01), extendable for further two more years (extended for one year, at a time), provided the performance is found to be satisfactory on review and on sole discretion of SIDBI. The above stated period of contract is subject to compliance of the relevant RBI guidelines on the maximum tenure of 03 years for a particular auditee office and 5 years for the Bank as a whole. The proposed assignment would be subject to periodical review at the discretion of SIDBI and is liable to be terminated at any time, if not found satisfactory, by giving a written notice of 15 days.

7.1.2. Terms & Conditions:

- a) The applicant appointed as concurrent auditor shall nominate a CA or a retired bank officer including SIDBI officials having experience of handling advances for each branch under the region who will head the concurrent audit team as the “Designated Auditor” duly authorised by the FCA partner of the CA firm/LLP to act on behalf of the firm. The Designated Auditor would be required to submit his/her identity proof and address proof together with specimen signatures with a request to be allotted biometric enabled unique login ID for access to the system. The Designated Auditor would require to log in and log out of the system each working day. The Designated Auditor would require to surrender the login ID on completion of the concurrent audit tenure or on any change in the Designated Auditor by the firm/LLP.
- b) The audit team composition for Concurrent Audit and attendance requirements should be as per para 3.1.a at page no.11 of this EoI.
- c) A declaration to be furnished by the applicant that credit facilities availed by the firm or partners or firms in which they are partners or directors including any facility availed by a third party for which the firm or its partners are guarantor/s have not turned or are existing as non-performing assets as per the prudential norms of RBI. In case the declaration is found incorrect, the assignment would get terminated besides the firm being liable for any action under ICAI / RBI guidelines.
- d) The applicant must submit an undertaking that the firm / LLP does not have any professional relationship with any of the borrowers of SIDBI nor will it in future accept professional relationship with any of the borrowers of SIDBI during the period during which the firm / LLP acts as the concurrent auditor for SIDBI.
- e) On appointment, the Applicant shall execute an undertaking of fidelity and secrecy on its letterhead in the format prescribed by the Bank.
- f) The concurrent auditor should adhere to the audit coverage strictly as per the scope as may be decided by the Bank from time to time.

- g) The concurrent auditors should not undertake any other activities / assignment on behalf of the region / branch without obtaining the concurrence of the Audit Vertical at Head Office, in writing.
- h) The concurrent auditor should immediately report Audit Vertical (Head Office) as also to the Chief Vigilance Officer as well as Branch Managers concerned (unless the branch manager is involved), if any fraudulent transactions are detected.
- i) The concurrent auditors should attend Preventive Vigilance Committee (PVC) meetings convened by SIDBI which discusses and deliberates on various operational and administrative aspects concerning Vigilance administration in the ROs/ BOs. The meeting of the PVC takes place at least once in a quarter in the succeeding month of every quarter at the concerned Regional Office of the Bank.
- j) The concurrent auditors will co-operate with investigative body, regarding processing or execution of the consultancy contract or any matter related with discharge of contractual obligations.
- k) No out of pocket expenses or traveling allowance / halting allowance would be paid to the concurrent auditors for carrying out the audit. However, the service tax, education cess / GST etc. would be paid as applicable from time to time in addition to the basic fees. The payment to the concurrent auditors would be subject to deduction of tax at source at appropriate rates.
- l) The concurrent auditors would give rating or grade to the Branch, if desired by SIDBI.
- m) Necessary arrangement would be made for providing space, workstation and access to systems (viewing rights only) to the concurrent auditors for ensuring smooth conduct of the audit. This would be the responsibility of the Bank. The Branch In-charge will shoulder the responsibility of the arrangements.
- n) The Applicant shall verify that the audit firm/ LLP or any sister / associate concern, is not conducting the statutory audit of the Bank or any of its branches.
- o) The Applicant shall verify that the audit be carried out in a professional manner and if any serious acts of omission or commission are noticed in their working, the appointment shall be cancelled after giving reasonable opportunity to be heard and the facts shall be reported to ACB /RBI / ICAI any other authority, for suitable action thereon by them.
- p) The Applicant shall verify that it will not sub-contract the audit work assigned to any outside firm/ LLP or other persons even though such persons are qualified Chartered Accountants.
- q) The concurrent auditor shall be granted read only access to the systems at the branch office.

- r) The concurrent audit report shall be pre-formatted and available on the SIDBI's systems to the Designated Auditor who shall be required to enter the audit findings into the system on a day-to-day basis.
- s) The concurrent auditor shall not be allowed to carry any mass storage device such as pen drive/flash drive/thumb drive or any lap top inside the branch premises as these devices will not be required for the job. Concurrent auditors shall be provided with computer system with disabled USB ports by the concerned branches.
- t) The concurrent auditors are required to plan the audit that it results in gradual shortening of the interval between a transaction and its examination by an independent person. The concurrent auditor shall perform substantive checking in key areas and emphasis should be on '**on the spot**' rectification of deficiencies. The major deficiencies/aberrations noticed during audit should be immediately brought to the notice of Head Office/Controlling Office of the concerned branch/business unit of the bank.
- u) The concurrent auditor shall daily go through all the vouchers and books of the branch for the previous day and identify areas to be scrutinised in detail.
- v) Should maintain and keep back up papers in support of observations made.
- w) Any other terms and conditions of the assignment would be decided by the Bank on a case-to-case basis.

### **Guidelines & Instructions**

- x) SIDBI will endeavour to make available all relevant information in the EoI. In case of need of any further information or clarification during the application period, the applicant must contact only the Contact Officer named above. On no account should the Applicants communicate directly with any other SIDBI personnel. Failure to comply with this requirement may result in the disqualification of the applicant from this process of EOI

### **Government Tax**

- y) Applicants are responsible for establishing the status of the Services for the purpose of any government tax including GST, cess etc.

### **Alterations to Application**

- z) Any manuscript or other alteration to the EoI / Application must be countersigned and dated by the person submitting the EoI / application.

### **Letters and Declaration to Accompany Applications:**

- aa) The EoI / Application must be accompanied by a letter on Firm/ LLP letter head showing the full registered name(s), registered office address of the applicant-

alongwith details of their geographical presence. It should be signed by a person of suitable authority to commit the applicants to a binding contract.

**Delivery of Applications:**

**EoI/ Applications must be delivered in a sealed envelope clearly labeled with the following:**

**“Expression of Interest for empanelment of Concurrent Auditor for various Branch Offices of SIDBI, quoting the BO names viz., 1... 2.....3....., Tender No.....”.**

**Application Due Date** \_\_\_\_\_

**Applicant’s Name** \_\_\_\_\_

**SIDBI accepts no responsibility for the premature opening of any incorrectly marked Applications.**

**Conflict of Interest:**

bb) Applicants must disclose in their application, details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest; this includes any sub-contractor, if they were awarded this contract. Where applicants identify any potential conflicts, they should state how they intend to avoid such conflicts. SIDBI reserves the right to reject any application which, in SIDBI’s opinion, gives rise or could potentially give rise to a conflict of interest.

**Disclosures:**

The applicant must disclose:

If they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the applicant including but not limited to the appointment of any officer such as a receiver in relation to the applicant’s personal or business matters or an arrangement with creditors or of any other similar proceedings.

cc) If they are OR any of the applicant’s staff have been convicted of, or are the subject of any proceedings, relating to:

dd) a criminal offence or other offence, a serious offence involving the activities of a criminal organisation or found by any regulator or professional body to have committed professional misconduct.

ee) corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with SIDBI, or any contracting authority.

ff) failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

gg) Disclosure extends to any entity in the same group of the applicant (including but not limited to parent subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the applicant is associated in respect of this application / EoI).

If an applicant or related entity or any individual discloses details of any previous misconduct or complaint, SIDBI will seek an explanation and background details from them, if required. Assessment as to whether the applicant will be allowed to submit an application or otherwise shall be at the sole discretion of SIDBI.

### **Indemnity**

The successful applicant shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep SIDBI indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the firm/ LLP or its staff, agents or sub-contractors in relation to the performance or otherwise of the Services to be provided under this Contract.

### **Assigning to Others**

The successful applicant shall not, without the prior written consent of SIDBI, assign or transfer or cause to be assigned or transferred, whether actually or as the result of take over, merger or other change of identity or character of the Concurrent Auditors, any of its rights or obligations under the Contract or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by SIDBI.

### **Termination**

SIDBI may, at its sole discretion and at any time after giving 15 days notice can terminate the Contract and inform the Concurrent Auditors of SIDBI's decision by written instruction to that effect. In the event of the Contract being so terminated, the firm/ LLP shall take such steps as are necessary to bring the Services to an end, (including terminating any sub-contracts placed by the firm/ LLP) in a cost effective, timely and orderly manner. No further correspondence will be entertained in this regard.

### **7.2 Penal Clauses**

Bank proposes to have following penal clauses in case the quality or there is delay in deliverables of the CA Firms is not found to be in order:-

<b>Sr. No.</b>	<b>Penal Charges</b>
1	If there is a continuous delay in submission of Concurrent Audit report for more than 3 months continuously, 10% of monthly fee will be deducted
2	If revenue leakages are detected by internal auditors and are not pointed out in Concurrent Auditors report, 15% additional penalty [apart from (1) above] on the monthly fee shall be deducted.

3	If the performance is not found satisfactory after 6 months, the contract will be revoked by giving 1 months' notice. In addition, there will be usual termination clause with minimum notice to be decided by the delegated authority period of 15 days.
---	---

---

### **7.3 Settlement of Disputes**

---

#### **7.3.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

#### **7.3.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in **Clause 7.3.3.**

#### **7.3.3 Dispute Settlement Mechanism**

##### **7.3.3.1 Arbitration**

- a. It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Respondent from misconstruing the meaning and operation of the Tender and the breach that may result.
- b. In case of Dispute or difference arising between the Bank and a Respondent relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Respondent OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- c. The Respondent shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or

unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

- d. Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- e. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Lucknow, India only.
- f. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
- g. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- h. No conflict between Respondent and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

#### **7.3.3.2 Jurisdiction**

In case of any dispute, jurisdiction shall be a court in Lucknow, India only.

\*\*\*\*\*

**8 Annexures**

**8.1 Annexure –I: Covering Letter**

*(To be submitted on Respondent’s company letter head)*

Date:

**To,  
The Chief General Manager**

Audit Vertical  
SIDBI, 4<sup>th</sup> Floor  
SIDBI Tower,  
15, Ashok Marg,  
LUCKNOW - 226001

Dear Sir,

**“Expression of Interest for empanelment of Concurrent Auditor for various Branch Offices of SIDBI, Tender No.....”.**

1. We, the undersigned Respondents, having read and examined the aforesaid EoI document in detail, do hereby propose extending the services as specified in the above-mentioned Tender document
2. We hereby declare that our response is made in good faith, without collusion or fraud and the information contained in the response document is true and correct to the best of our knowledge and belief.
3. We hereby agree to comply with all the terms and conditions / situations as contained in the EoI and the related addendums and other documents including the changes made to the original tender documents if any, issued by SIDBI. SIDBI is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and SIDBI’s decision not to accept any such extraneous conditions and deviations will be final and binding on us. We understand that any deviation may result in the disqualification of our bid.

Thank you.

Yours sincerely,

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal ...

**8.2 Annexure –II: Minimum Eligibility Criteria**

**A. Respondent’s Profile**

Sr. No.	Particulars	Respondent’s Response
1.	Name of the Respondent	
2.	Names of BO in respect of whom application is being made	1. 2. 3.
3.	Date of Incorporation	
4.	Date of Commencement of Business	
5.	Constitution of Respondent	
6.	Address of Registered office	

**B. Details of Authorised Signatory / Representative of Respondent (on whose favour PoA is submitted)**

Sr. No.	Particulars	Respondent’s Response
1.	Name	
2.	Designation	
3.	Land Line No	
4.	Mobile No	
5.	Email Id	
6.	Power of Attorney in favour of authorised representative submitted	(Yes / No) <i>Please submit the copy of the PoA</i>

**C. Eligibility Criteria – The basic/ minimum eligibility criteria of the Respondent(s) is as mentioned at Para No.6.5. above. All Respondents are required to meet this criteria for consideration to be empanelled.**

Sl. No.	Detailed Eligibility Criteria	Documents required	Indexation (mentioning proper Page Nos.)
1	Valid registration / Certificate of Practice from the Institute of Chartered Accountants of India (ICAI)/ Institute of Cost Accountants of India (ICMAI) and should be empanelled with RBI and should have minimum of 05 years in operations	1. Copy of registration certificate issued by ICAI/ICMAI. 2. Copy of Multipurpose Empanelment Form (MEF) certificate in the name of the applicant firm be submitted. 3. Copy of Audited financial statements.	
2	To be a Partnership firm/ LLP of Chartered Accountants with a minimum of 3 partners of which at least 1 partners	Copy of Partnership Deed / LLP agreement along with firm registration certificate issued by ICAI / ICMAI.	

	should be FCA(s). At least three partners should have a continuous association with the firm for the minimum period of 5 years		
3	Bidding entity should have a minimum of three years of experience in carrying out concurrent audits in Scheduled Commercial Banks (excluding cooperative banks & RRBs) mainly in credit dispensation under Direct Credit / MSME financing and other day to day operations of the bank.	Offer letters of various concurrent audit assignments done by the firm	
4	The bidding company, as on the date of submission of bid, Should not have been / blacklisted/ banned / barred / disqualified / prohibited by GoI or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi-judicial authority or any other statutory authority.	Self-written Undertaking by the firm	
5	Annual revenue of at least ₹0.50 crore in any three of the previous five financial years. (FY 2024, FY 2023, FY 2022, FY 2021, FY 2020)	Copy of audited financial statement	
6	The bidder should have presence in all the locations for which it proposes to take up the audit assignments as indicated in the Bid application form. The presence will be reckoned only if the bidder has its Head/ Registered Office, Branch Office or office within a radius of 50 km. from SIDBI's BO.	Certificate of registration issued by ICAI / ICMAI	
7	Concerned RBI guidelines shall be followed in this regard. The applicant should not have been a Concurrent Auditors of SIDBI for more than five years and with a	Self-written Undertaking by the firm	

	particular BO/ business unit of SIDBI for more than 03 years as on 31.07.2025.		
--	--	--	--

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal ...

## 8.3

## Annexure –III: Technical Eligibility Criteria

Sl. No.	Criteria		Maximum Marks (Weightage)	Documents Required	Indexation (mentioning proper Page Nos.)
1	Bidder should be a Partnership firm / LLP registered in India under Partnership Act 1932/2008 and should have minimum of 5 years in operation	15	<p>Only the period/year's having operational income will be considered for evaluation.</p> <ul style="list-style-type: none"> <li>✓ Minimum 5 years of operations– 5 Marks</li> <li>✓ More than 5 years of operations but less than 10 years– 10 Marks</li> <li>✓ More than 10 years of operations – 15 Marks</li> </ul>	Copy of Partnership deed / LLP agreement & Copy of relevant financial statements audited.	
2	The average of annual revenue (best of three in the last five financial years) of the bidder.	15	<p>Average Annual revenue (best of three in the last five years financial years):</p> <ul style="list-style-type: none"> <li>✓ Minimum ₹0.50 crore but less than ₹2 Crore – 5 marks</li> <li>✓ More than ₹2 crores but less than ₹5 Crore – 10 marks</li> <li>✓ More than ₹5 crore – 15 marks</li> </ul>	Copy of audited financial statement	
3	Experience in carrying out concurrent audits in Scheduled Commercial banks mainly in the area of credit dispensation (including MSME financing) and other day-to-day operations of the bank.	15	<ul style="list-style-type: none"> <li>✓ Minimum 03 years of experience – 5 Marks</li> <li>✓ More than 03 years of experience and up to 05 years– 10 Marks</li> <li>✓ More than 05 years of experience – 15 Marks</li> </ul>	<p>Copy of relevant letter of assignment duly signed by the bank and acceptance / completion.</p> <p><b><i>The Bank reserves the right to ask for contact details (Name, email, contact number) of the clients at the time of evaluation.</i></b></p>	

Sl. No.	Criteria		Maximum Marks (Weightage)	Documents Required	Indexation (mentioning proper Page Nos.)
4	Composition of the team, quality, and suitability – includes number and experience of professionals deployed for duration of assignment, other experts / capabilities proposed to be drawn, etc	15	<p>CV should cover</p> <ul style="list-style-type: none"> <li>✓ Having upto a minimum of 3 partners, out of which at least 01 partners should be FCA - 5 marks</li> <li>✓ Having upto 3 Ex – Bankers / Retired Bankers who are involved in concurrent Audit for more than 1 years (the Retired Banker / Ex – Banker should have at least 3 years of working in credit operations of a scheduled commercial bank excluding [Co – operative Banks &amp; RRBs]) – 12 marks</li> <li>✓ Additional 3 marks for having atleast 3 qualified Information System Auditor (CISA/ DISA) with necessary exposure of systems audit, as member / Head of the team</li> </ul> <p>Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</p>	Certificate of Registration issued by ICAI / ICAI along with CISA / DISA certificates of partners associated with the firm and profile of the ex-bankers associated with the firm evidencing the fulfilment of the requirement.	
5	<p>Presentation</p> <ul style="list-style-type: none"> <li>✓ Understanding of the scope of the assignment.</li> </ul>	20	<p>Assessment by Evaluation Committee based on the presentation</p> <ul style="list-style-type: none"> <li>✓ 10 Marks for Understanding of the</li> </ul>	Assessment by Evaluation Committee based on the presentation (PPT to be submitted)	

Sl. No.	Criteria		Maximum Marks (Weightage)	Documents Required	Indexation (mentioning proper Page Nos.)
	<ul style="list-style-type: none"> <li>✓ Understanding Financial Institutions / banks / Regulatory environment.</li> <li>✓ Understanding of deliverables of the engagement.</li> </ul>		<ul style="list-style-type: none"> <li>scope of the assignment and deliverables.</li> <li>✓ 5 Marks for understanding Financial Institutions, banks, and Regulatory environment</li> <li>✓ 5 Marks for Understanding of deliverables of the assignment.</li> </ul>	<b><i>The Bank reserves the right to seek interaction related to the presentation submitted by the respondent.</i></b>	
6	<ul style="list-style-type: none"> <li>➤ Proposed approach and methodology for the entire scope of work</li> <li>➤ Relevance and robustness of plan created by the Respondent in terms of delivering outcomes and meeting timelines</li> </ul>	20	Assessment by Evaluation Committee based on the written submission	Assessment by Evaluation Committee based on the written submission  <b><i>The Bank reserves the right to seek interaction related to the written submission made by the respondent.</i></b>	
	<b>Maximum technical score</b>	<b>100</b>			

Date:

Signature of Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal ...

**Note:** Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.

*(To be submitted on Respondent's Firm's letter head)*

Date:

**The Chief General Manager**

Audit Vertical  
 SIDBI, 4<sup>th</sup> Floor  
 SIDBI TOWER,  
 15, ASHOK MARG,  
 LUCKNOW - 226001

Dear Sir,

**Declaration Regarding Clean Track Record**

**“Expression of Interest for empanelment of Concurrent Auditor for various Branch Offices of  
 SIDBI, Tender No.....dated.....”**

I have carefully gone through the Terms & Conditions contained in the EOI **Tender No: .....dated.....** for empanelment of Concurrent Auditor for Branch Audit

We hereby declare that our company has not been blacklisted / banned / barred / disqualified / prohibited by Government of India or State Government or any regulator or any court of law including NCLT / NCLAT or any quasi judicial authority or any other statutory authority, as on date of submission of the bid.

I further certify that I am competent officer in my company to make this declaration that our response is binding on us and persons claiming through us and that you are not bound to accept the response you receive.

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

**8.5 Annexure –V: Power of Attorney**

*(To be executed on a non-judicial stamp paper of Rs.100/-)*

BY THIS POWER OF ATTORNEY executed at \_\_\_\_\_ on \_\_\_\_\_, 2025, We, \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint <Name>, <Employee no.>, < Designation> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

Execute and submit on behalf of the Company a response and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to **Tender No: .....dated.....**for **Expression of Interest for empanelment of Concurrent Auditor for various Branch Offices of SIDBI** and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

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

WITNESS:

Signature of \_\_\_\_\_

\_\_\_\_\_  
Attested

\_\_\_\_\_

**8.6 Annexure –VI Letter of Conformity**

*(To be submitted on Respondent's company letter head)*

Date:

To,  
The Chief General Manager  
Audit Vertical  
Small Industries Development Bank of India,  
SIDBI Tower, 15, Ashok Marg,  
Lucknow-226001

Dear Sir,

**“Expression of Interest for empanelment of Concurrent Auditor for various Branch Offices of SIDBI, Tender No...dated .....”**

We, the undersigned Respondents, having read and examined the aforesaid EoI document, issued by SIDBI and hereinafter referred to as Bank do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the EOI and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in **Annexure-VIII** of the main EoI document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid EOI document.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our response or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and people claiming through us.

Thank you,

Yours sincerely,

Date

Signature of Authorized Signatory ...

Place

Name of the authorized Signatory ...

Designation ...

Name of the Organization ...

## 8.7 Annexure –VII: Non-Disclosure Agreement

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to execute “**Expression of Interest for empanelment of Concurrent Auditor for various Branch Offices of SIDBI**” as per scope defined in the Expression of Interest (EoI) Tender No: .....dated .....for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001 (hereinafter referred to as the BANK) and,

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Expression of Interest is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said EoI and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK’s written authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said EoI, will not be disclosed to during or subsequent to submission of the response to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Expression of Interest (EoI) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to



**8.8 Annexure – VIII Statement of Deviations**

*(To be submitted on Respondent’s company letter head)*

Respondents are required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the Respondent to submit a revised response.

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation permitted by SIDBI.

<b>List of Deviations</b>				
<b>S. N.</b>	<b>Clarification point as stated in the tender document</b>	<b>Page No. In EoI</b>	<b>Section No. in EoI</b>	<b>Comment/ Suggestion/ Deviation</b>
1.				
2.				
3				

*<additional rows may be added, if required>*

Date

Signature of Authorised Signatory:

Place

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:

**8.9 Annexure-IX: Pre-Contract Integrity Pact**

This pre-bid / pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2025,

Between

Small industries Development Bank of India (SIDBI) (hereinafter referred to as “The Principal”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part

And

..... (hereinafter referred to as “The Bidder/ Contractor”, which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part;

**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, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (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.

**Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(s) / Contractor(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.
- b. The Bidder(s)/Contractor(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 cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(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.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If 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 Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

The Bidder declares that no previous transgressions occurred in the last 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.

- (1) 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**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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 – Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (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 Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairperson of Principal.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(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 IEM shall inform Chairperson of the Principal 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, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. 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 Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairperson of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Principal, a substantiated suspicion of an offence under the relevant IPC / PC Act, and the Chairperson of the Principal has not, within 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.
- (9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. 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 discharge/determined by the Chairperson of the Principal.

**Section 10 – Other provisions**

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. Lucknow.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (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.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)  
(Office Seal)

(For & on behalf of the Bidder / Contractor)  
(Office Seal)

Place:

Date:

Witness 1: (Name &Address)

Witness 2: (Name &Address)

**8.10 Annexure-X: Land Border Sharing Declaration**

(This declaration should be on the letterhead of the Respondent duly signed by an authorized signatory)

To,  
**The Chief General Manager,**  
Audit Vertical,  
Small Industries Development Bank of India,  
SIDBI Tower, 15, Ashok Marg,  
Lucknow-226001

Dear Sir,

**“Expression of Interest for empanelment of Concurrent Auditor for various Branch Offices of SIDBI, Tender No.....dated....”**

We have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a Respondent of a country which shares a land border with India.

We certify that this agency is not from such a country or, if from such a country, has been registered with competent authority.

We certify that this agency fulfils all requirements in this regard and is eligible to be considered. [Wherever applicable, evidence of valid registration by the competent authority shall be attached.]

Date  
Place

Signature of Authorised Signatory:  
Name of the Authorised Signatory:  
Designation:  
Name of the Organisation:  
Seal: