

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details                                                                                                        |                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय /Bid End Date/Time                                                                                 | 06-10-2026 17:00:00                                                                                                                                                                                                                                              |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time                                                                                | 07-10-2026 17:00:00                                                                                                                                                                                                                                              |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)                                                    | 120 (Days)                                                                                                                                                                                                                                                       |
| मंत्रालय/राज्य का नाम/Ministry/State Name                                                                                    | Ministry Of Finance                                                                                                                                                                                                                                              |
| विभाग का नाम/Department Name                                                                                                 | Department Of Financial Services                                                                                                                                                                                                                                 |
| संगठन का नाम/Organisation Name                                                                                               | Small Industries Development Bank Of India (sidbi)                                                                                                                                                                                                               |
| कार्यालय का नाम/Office Name                                                                                                  | Mumbai                                                                                                                                                                                                                                                           |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal                                                        | HOD Email id :nancysinha@sidbi.in<br>Buyer Email id: aaquilsharaf@sidbi.in                                                                                                                                                                                       |
| वस्तु श्रेणी /Item Category                                                                                                  | Financial Audit Services - As per RfP; Audit Firm                                                                                                                                                                                                                |
| अनुबंध अवधि /Contract Period                                                                                                 | 3 Year(s)                                                                                                                                                                                                                                                        |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)               | 200 Lakh (s)                                                                                                                                                                                                                                                     |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service               | 7 Year (s)                                                                                                                                                                                                                                                       |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required                                      | Yes                                                                                                                                                                                                                                                              |
| टर्नओवर पात्रता मानदंड/Turnover eligibility criteria                                                                         | To be verified by the buyer at the time of technical evaluation                                                                                                                                                                                                  |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover                 | Yes   Partial   Experience - 5 year (s)   Turn over value - 100 (in lakhs)                                                                                                                                                                                       |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover | Yes   Partial   Experience - 5 year (s)   Turn over value - 100 (in lakhs)                                                                                                                                                                                       |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller                                                                 | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |

| बिड विवरण/Bid Details                                                                                                                                                                                                    |                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)                                                              |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension                                                                                | 3                                                                                                                                                                                                                                   |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended                                                                                                      | 3                                                                                                                                                                                                                                   |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count                                                                                                                                            | 3                                                                                                                                                                                                                                   |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                                                       | No                                                                                                                                                                                                                                  |
| बिड का प्रकार/Type of Bid                                                                                                                                                                                                | Two Packet Bid                                                                                                                                                                                                                      |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation                                                                                        | 2 Days                                                                                                                                                                                                                              |
| अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)                                                                                                             | 5000000                                                                                                                                                                                                                             |
| Payment Timelines                                                                                                                                                                                                        | Payments shall be made to the Seller within <b>30</b> days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| मूल्यांकन पद्धति/Evaluation Method                                                                                                                                                                                       | Total value wise evaluation                                                                                                                                                                                                         |
| मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required                                                                                                             | Yes                                                                                                                                                                                                                                 |

#### ईएमडी विवरण/EMD Detail

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

|                                                                   |                     |
|-------------------------------------------------------------------|---------------------|
| एडवाइजरी बैंक/Advisory Bank                                       | State Bank of India |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 5.00                |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 39                  |

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

SIDBI

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI), ASHOK MARG LUCKNOW

(Sidbi)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

**एमआईआई अनुपालन/MII Compliance**

|                               |     |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

**ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details**

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**This Bid is based on Quality & Cost Based Selection (QCBS) . The parameter wise qualification requirement is as under:-**

| Parameter Name | Max Marks | Cutoff Marks | Qualification Methodology Document |
|----------------|-----------|--------------|------------------------------------|
| as per RfP     | 100       | 60           | <a href="#">View File</a>          |

**Buyer Defined Total Qualifying Marks for Technical Qualification: 60**

**QCBS Weightage(Technical:Financial):70:30**

**Presentation Venue:**Via MS Teams Meeting

**Pre Bid Detail(s)**

| मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue                                                                                                                                                                                                                                             |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25-09-2026 16:00:00                               | Microsoft Teams meeting<br><br>Join:<br><a href="https://teams.microsoft.com/meet/477786797054046?p=zVZ3l0r98s3RCP51XI">https://teams.microsoft.com/meet/477786797054046?p=zVZ3l0r98s3RCP51XI</a><br><br>Meeting ID:<br>477 786 797 054 046<br><br>Passcode:<br>qD669Jj3 |

**Financial Audit Services - As Per RfP; Audit Firm ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification                   | मूल्य/ Values |
|----------------------------------------|---------------|
| <b>कोर / Core</b>                      |               |
| Scope of Work                          | As per RfP    |
| Type of Financial Audit Partner        | Audit Firm    |
| Type of Financial Audit                | As per RfP    |
| Category of Work under Financial Audit | As per RfP    |
| Type of Industries/Functions           | As per RfP    |

| विवरण/ Specification                      | मूल्य/ Values |
|-------------------------------------------|---------------|
| Frequency of Progress Report              | Monthly       |
| MIS Reporting for Financial Audit support | Yes           |
| Frequency of MIS reporting                | Monthly       |
| State                                     | NA            |
| District                                  | NA            |
| <b>एडऑन /Addon(s)</b>                     |               |
| Post Financial Audit Support              | NA            |

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

|                                                                            |    |
|----------------------------------------------------------------------------|----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
|----------------------------------------------------------------------------|----|

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.N<br>o. | प्रेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address                                                                              | Quantity                | अतिरिक्त आवश्यकता<br>/Additional<br>Requirement |
|-------------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------|-------------------------|-------------------------------------------------|
| 1                 | Aaquil Sharaf                                                  | 226001,Small Industries Development Bank of India (SIDBI), SIDBI Towers, 15, Ashok Marg, | Project / Lumpsum Based | N/A                                             |

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**

**1. Generic**

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

**2. Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Bidders are requested to refer the RfP document uploaded for detailed terms and conditions and prepare their bids as per the formats provided.

**3. Buyer Added Bid Specific Scope Of Work(SOW)**

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**



भारतीय लघु उद्योग विकास बैंक

Small Industries Development Bank of India

सिडबी प्रधान कार्यालय के विभिन्न उद्भागों के समवर्ती लेखापरीक्षा हेतु प्रस्ताव के लिए अनुरोध (आर.एफ.पी)

**Request for Proposal (RfP) for Appointment of Concurrent Auditors for Head Office Verticals of SIDBI**

|                                                                             |            |
|-----------------------------------------------------------------------------|------------|
| निविदा सं. / Tender Number                                                  | As per GeM |
| टेंडर जारी करने की तिथि / Tender Issue Date                                 | As per GeM |
| कोई भी स्पष्टीकरण प्राप्त करने की तिथि / Meeting for seeking clarifications | As per GeM |
| बोली जमा करने की अंतिम तिथि / Last date of Bid submission                   | As per GeM |

**जारीकर्ता**

**Issued by:**

भारतीय लघु उद्योग विकास बैंक  
लेखा-परीक्षा वर्टिकल  
चौथा तल, सिडबी टावर, 15, अशोक मार्ग  
लखनऊ- 226001  
वेबसाइट-www.sidbi.in

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

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EITHER PARTIALLY OR FULLY IN ANY FORM)

निविदा दस्तावेज के उत्तर में बोलीकर्ता से प्राप्त सूचना सिडबी की संपत्ति हो जाएगी और वापस नहीं की जाएगी। सिडबी को इस निविदा दस्तावेज को संशोधित करने, रद्द करने और दुबारा जारी करने का अधिकार है। निविदा दस्तावेज तथा सभी संशोधनों से बोलीकर्ताओं को अवगत कराया जाएगा तथा उक्त संशोधन बोलीकर्ताओं के लिए बाध्यकारी होंगे।

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

### **Important Instructions**

- 1) SIDBI reserves the sole right for carrying out any amendments/ modifications / changes including any addendum to this RfP. Such amendments / modifications / changes including any addendum to this RfP shall be notified on SIDBI's website [www.sidbi.in](http://www.sidbi.in), and **Government e-Marketplace (GeM) portal** and these will be binding on the bidders.
- 2) Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 3) Any clarifications from the bidder or any change in requirement will be posted on SIDBI website [www.sidbi.in](http://www.sidbi.in) and **Government e-Marketplace (GeM) portal**. Hence, before submitting bids, the bidder must verify that such clarifications / changes have been considered by them. SIDBI will not have any responsibility in case of any omission by any bidder.
- 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 Bidder(s)/ 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 bidding document needs to be provided. Incomplete information in these areas may lead to non-selections.
- 6) **Modification And/ Or Withdrawal of Bids:**  
Bids once submitted will be treated as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if the bidder happens to be the successful bidder.
- 7) **Cooling Period Restriction**  
In line with regulatory guidelines on tenure and rotation of auditors issued by the Reserve Bank of India (RBI), **an audit firm shall not be eligible for reappointment or participation in the current bidding process if it has served / or serving in the same audit role for the preceding engagement period i.e., firms that are currently empaneled or were appointed in the last engagement cycle for the same Verticals are therefore not eligible to apply in this bidding process.**
- 8) **Termination of contract for Non-Compliance of Resource Deployment as per RfP**  
It is further clarified that once appointed, a firm must deploy and maintain resources as per the deployment requirements specified in this RfP for each Vertical (**please refer to para 3.1.1 of this RfP, under which Vertical-wise resource requirement is mentioned**). In the event of the appointed firm failing to deploy resources in accordance with the terms mentioned at para 3.1.1 of this RfP at any stage, SIDBI reserves the right to terminate the engagement / contract of the firm by issuance of a 15-days' notice.

**NOTE:**

SIDBI shall not be responsible for non-receipt / non-delivery of the bid 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 RfP .....                                           | 8         |
| 3.2. Disclaimer .....                                               | 9         |
| 3.3. Costs to be borne by respondents .....                         | 10        |
| 3.4. No legal relationship .....                                    | 10        |
| 3.5. Bidder's obligation to inform itself .....                     | 10        |
| 3.6. Evaluation of offers .....                                     | 10        |
| 3.7. Acceptance of terms and selection process .....                | 10        |
| 3.8. Errors and Omissions .....                                     | 11        |
| 3.9. Proposal ownership .....                                       | 11        |
| 3.10. Non-transferable offer .....                                  | 11        |
| 3.11. Dis-qualification .....                                       | 11        |
| 3.12. Public Procurement Policy for MSEs .....                      | 11        |
| 3.13. Clarification of bids .....                                   | 12        |
| 3.14. Pre-bid meeting .....                                         | 12        |
| 3.15. Amendment to the bidding document .....                       | 13        |
| 3.16. Period of validity of bids .....                              | 14        |
| 3.17. Deadline for submission of bids .....                         | 14        |
| 3.18. Language of bid .....                                         | 14        |
| 3.19. Modification and/ or withdrawal of bids .....                 | 14        |
| 3.20. Details of bids to be submitted .....                         | 15        |
| 3.21. Pre-contract integrity pact (IP) .....                        | 15        |
| 3.22. Erasures or alterations .....                                 | 16        |
| 3.23. Conditional bids .....                                        | 16        |
| 3.24. Authorized signatory .....                                    | 16        |
| 3.25. Opening of bids .....                                         | 17        |
| 3.26. Sub-Contracting .....                                         | 17        |
| 3.27. No commitment to accept any offer / bid .....                 | 17        |
| 3.28. Contacting the bank .....                                     | 17        |
| 3.29. Right to reject bids .....                                    | 18        |
| <b>4. Background .....</b>                                          | <b>19</b> |
| 4.1. Introduction .....                                             | 19        |
| <b>5. SCOPE OF WORK .....</b>                                       | <b>20</b> |
| 5.1. Introduction .....                                             | 20        |
| 5.2. Objectives .....                                               | 20        |
| 5.3. Broad scope of work for concurrent audit of HO verticals ..... | 21        |
| 5.3.1. Administration Vertical Covering Staff Payments .....        | 21        |
| 5.3.2. Corporate Accounts Payments Vertical (CAPV) .....            | 25        |
| 5.3.3. Premises Vertical (PV) .....                                 | 28        |

|                                                                                     |           |
|-------------------------------------------------------------------------------------|-----------|
| <b>6. MONTHLY FEE STRUCTURE .....</b>                                               | <b>31</b> |
| <b>7. EVALUATION METHODOLOGY .....</b>                                              | <b>32</b> |
| 7.1. Evaluation process .....                                                       | 32        |
| 7.2. Opening of Minimum Eligibility and Technical Eligibility Documents .....       | 33        |
| 7.3. Preliminary examinations.....                                                  | 33        |
| 7.4. Clarification of bids .....                                                    | 33        |
| 7.5. Evaluation of eligibility criteria .....                                       | 33        |
| 7.6. Evaluation of technical bids .....                                             | 35        |
| 7.7. Commercial evaluation .....                                                    | 39        |
| 7.8. Commercial bid (Important Points) .....                                        | 40        |
| 7.9. Arithmetic errors correction .....                                             | 40        |
| <b>8. GENERAL TERMS AND CONDITIONS .....</b>                                        | <b>41</b> |
| 8.1. Terms of the contract.....                                                     | 41        |
| 8.2. Settlement of disputes .....                                                   | 45        |
| 8.3. Performance Bank Guarantee.....                                                | 46        |
| <b>9. ANNEXURES .....</b>                                                           | <b>48</b> |
| 9.1. Annexure –I: Bid Covering Letter .....                                         | 48        |
| 9.2. Annexure –II: Compliance to Minimum Eligibility Criteria .....                 | 49        |
| 9.3. Annexure –III: Compliance to Technical Bid Criteria .....                      | 51        |
| 9.4. Annexure – IV: Self Declaration for Non-Blacklisting/ Clean Track Record ..... | 54        |
| 9.5. Annexure – V: Power of Attorney .....                                          | 55        |
| 9.6. Annexure –VI Letter of Conformity .....                                        | 56        |
| 9.7. Annexure –VII: Non-Disclosure Agreement.....                                   | 57        |
| 9.8. Annexure – VIII: Statement of Deviations .....                                 | 58        |
| 9.9. Annexure – IX: Pre-Contract Integrity Pact .....                               | 59        |
| 9.10. Annexure- X: Land Border Sharing Declaration .....                            | 63        |
| 9.11. Annexure -XI: List of Annexures to be submitted.....                          | 64        |
| 9.12. Annexure -XII: Commercial Bid .....                                           | 65        |
| 9.13. Annexure -XIII: Bid Security Declaration .....                                | 67        |
| 9.14. Annexure – XIV: Performance Bank Guarantee.....                               | 68        |

# 1. Critical Information / महत्वपूर्ण सूचना

| Sr. No.<br>क्र.सं. | Events / कार्यक्रम                                                                                                                                           | Date/ तिथि                                                                                                                                                                                                                                                             | Time/ समय |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1                  | निविदा संख्या एवं जारी तिथि/ Tender No & issue date                                                                                                          | As per GeM                                                                                                                                                                                                                                                             |           |
| 2                  | निविदा का संक्षिप्त विवरण / Brief description of tender                                                                                                      | Request for Proposal for Appointment of Concurrent Auditors for Head Office Vertical operations of SIDBI.                                                                                                                                                              |           |
| 3                  | बोली-पूर्व बैठक में स्पष्टीकरण जानने की अंतिम तिथि /<br>Last date for seeking clarifications for pre-bid meeting                                             | <b>As per GeM</b><br>The format of seeking / submission of pre-bid clarification(s) as per para 3.14<br>All queries relating to the RfP must be in writing only and to be sent via email on <a href="mailto:auditvertical_ho@sidbi.in">auditvertical_ho@sidbi.in</a> . |           |
| 4                  | पूर्व-बोली बैठक / Pre-Bid meeting<br>(पूर्व-बोली बैठक के बाद कोई स्पष्टीकरण नहीं दिया जायेगा <i>no clarifications would be given after pre-bid meeting</i> ) | <b>As per GeM</b><br>The meeting shall be virtual / online over MS Teams Call. For further details, refer to clause No. 3.14.                                                                                                                                          |           |
| 5                  | बोली जमा करने की अंतिम तिथि / Last date for submission of bids                                                                                               | <b>As per GeM</b><br>Only E-bids are required to be submitted through GeM portal. Physical bids / bids received through e-mail shall <b>not</b> be entertained.                                                                                                        |           |
| 6                  | पूर्व बोली जमा करने का पता /<br>E-mail Address for Bid or pre-bid Submission                                                                                 | <i><b>All queries relating to the RfP must be in writing only and to be sent via email on <a href="mailto:auditvertical_ho@sidbi.in">auditvertical_ho@sidbi.in</a>.</b></i>                                                                                            |           |
| 7                  | प्रस्तुतियों की जांच हेतु खोलने की तिथि एवम समय / Date & time of opening of bid for evaluation of minimum eligibility & technical eligibility                | As per GeM                                                                                                                                                                                                                                                             |           |
| 8                  | वाणिज्यिक बोली खोलने की तिथि व समय<br>Date and time of opening of commercial bids.                                                                           | As per GeM                                                                                                                                                                                                                                                             |           |
| 9                  | बोली की वैधता / Bid Validity                                                                                                                                 | बोली जमा करने की अंतिम तिथि से 120 दिन तक/<br>120 days from the last date of bid submission.                                                                                                                                                                           |           |
| 10                 | बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ /<br>Presentations to be made by bidders                                                                         | बोलीदाताओं से अपेक्षित है कि वे प्रस्तुतीकरण की व्यवस्था करें। बोली जमा करने के बाद तिथि की सूचना दी जाएगी।<br>The bidders are required to arrange for presentation online through MS Teams.                                                                           |           |

| Sr. No.<br>क्र.सं. | Events / कार्यक्रम                                                                                                                                                                                                                                                      | Date/ तिथि                                                                                                                                                                                                                                                               | Time/ समय |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                    |                                                                                                                                                                                                                                                                         | Date would be intimated after last date of bid submission.                                                                                                                                                                                                               |           |
| 11                 | सिडबी अधिकारियों के संपर्क विवरण / Contact details of SIDBI officials                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                          |           |
|                    | <b>Smt. Shweta Pandey,</b><br><b>Dy. General Manager</b><br>Audit Vertical<br>SIDBI, 4 <sup>th</sup> Floor, SIDBI Tower,<br>15, Ashok Marg,<br>Lucknow - 226001<br>Ph: 0522-4259756<br>E-mail: <a href="mailto:auditvertical_ho@sidbi.in">auditvertical_ho@sidbi.in</a> | <b>Shri Aaquil Saraf,</b><br><b>Asst. General Manager</b><br>Audit Vertical<br>SIDBI, 4 <sup>th</sup> Floor, SIDBI Tower,<br>15, Ashok Marg,<br>Lucknow - 226001<br>Ph: 0522-4261628<br>E-mail: <a href="mailto:auditvertical_ho@sidbi.in">auditvertical_ho@sidbi.in</a> |           |

## 2. Abbreviations

| Acronym | Description                                |
|---------|--------------------------------------------|
| RfP     | Request for Proposal                       |
| SIDBI   | Small Industries Development Bank of India |
| HO      | Head Office                                |
| CA      | Concurrent Auditor                         |
| HOVs    | Head Office Verticals                      |
| FIs     | Financial Institutions                     |
| GL      | General Ledger                             |
| CAPV    | Corporate Accounts Payment Vertical        |
| PV      | Premises Vertical                          |
| GeM     | Government e-Marketplace (GeM)             |
| PBG     | Performance Bank Guarantee                 |

### 3. Introduction and Disclaimers

#### 3.1. Purpose of RfP

The purpose of RfP is to shortlist experienced professional firms / Limited Liability Partnership (LLP) of Chartered Accountants / Cost Accountants, **for undertaking Concurrent Audit Operations of HO Verticals covered under Lucknow Region 1 (LR1) of SIDBI** for a period of 3 years at the Lucknow location as below :-

| S. No | HO Verticals              | Vertical name                                   | Proposed Geographical Region |
|-------|---------------------------|-------------------------------------------------|------------------------------|
| 1     | LUCKNOW-HO REGION 1 (LR1) | Administration Vertical covering Staff payments | Region 1                     |
|       |                           | Corporate Accounts and Payment Vertical         |                              |
|       |                           | Premises Vertical                               |                              |

#### 3.1.1. Number of Resource Personnel required for HO Verticals

For the total number of 03 HOVs, below table summarizes the number of resources required at individual vertical for day to day vertical operations and audit purpose-

| LUCKNOW REGION 1 (LR1)                          |                                                                                                                                                                                                                                                                                                  |                                                        |              |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------|
| Vertical name                                   | Number of Resources required                                                                                                                                                                                                                                                                     | Chartered Accountant                                   | Assistants   |
| Administration Vertical covering staff payments | 2 resources required of which 1 qualified CA/CMA and 1 assistant.                                                                                                                                                                                                                                | One dedicated CA/CMA common for all three HO Verticals | 1 Assistant  |
| Corporate Accounts and Payment Vertical         | 3 resources required including 1 qualified CA/CMA and 02 assistants. Team deployed by concurrent audit firm should have professional expertise in direct and indirect taxes. viz.:<br>i. Tax Deducted at Source (TDS)<br>ii. Goods & Services Tax (GST)<br>iii. Input Service Distribution (ISD) |                                                        | 2 Assistants |
| Premises Vertical                               | 2 resources required of which 1 qualified CA/CMA and 1 assistant.                                                                                                                                                                                                                                |                                                        | 1 Assistant  |

**3.1.2. Number of Bid / application per applicant**

Applicant can submit bid for engagement as concurrent auditor for Lucknow Region 1 (LR1) region as per the details furnished at 3.1 above.

All the bids are required to be submitted through GeM portal only.

**3.1.3.** The Request for Proposal document contains statement derived from information that is believed to be relevant as on 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 directors, employees, agents, contractors or advisers give any representation or warranty (whether oral or written), express or implied, as to the accuracy or completeness of any writings, information or statement given or made in this RfP document. Neither SIDBI nor any of its directors, employees, agents, contractors, or advisors have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RfP document. This request for proposal document (RfP document or RfP) has been prepared solely for the purpose of enabling SIDBI to shortlist experienced professional firms / Limited Liability Partnership (LLP) of Chartered Accountants / Cost and Management Accountants, **for undertaking Concurrent Audit Operations of HO Verticals covered under Lucknow Region 1 (LR1).**

**3.1.4.** The RfP 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 Bidder as identified by SIDBI, after completion of the selection process as detailed in this document.

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**3.2. Disclaimer**

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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 RfP document or conduct ancillary to it whether or not

the losses arise in connection with any ignorance, negligence, 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.

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

---

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of bids/ 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 Bidder's/ Respondents. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

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### **3.4. No Legal Relationship**

---

No binding legal relationship will exist between any of the Bidder (s)/ Respondent(s) and SIDBI until execution of a contractual agreement.

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### **3.5. Bidder's Obligation to Inform Itself**

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

---

### **3.6. Evaluation of Offers**

---

The issuance of RfP 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 a Bidder/ Recipient. The Bidder/ Recipient unconditionally acknowledges by submitting its response to this RfP document that it has not relied on any idea, information, statement, representation, or warranty given in this RfP document.

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

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**3.7.1.** A Bidder/ Respondent will, by responding to the Bank for RfP, be deemed to have accepted the terms of this RfP.

**3.7.2.** Each Bidder/ Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Bidder/ Respondent ceases to have any option to object against any

of these processes at any stage subsequent to submission of its bids / responses to this RfP.

- 3.7.3.** All claims for functional / technical delivery made by the bidders in their responses to the RfP shall be assumed as deliverable, within the quoted financials.

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**3.8. Errors and Omissions**

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Each Bidder/ Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RfP document.

---

**3.9. Proposal Ownership**

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

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**3.10. Non-Transferable Offer**

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This RfP is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

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**3.11. Disqualification**

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

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**3.12. Public Procurement Policy for MSEs**

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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.

- Micro & Small Enterprises (MSEs) who are having Udyam Registration should be provided with all the benefits available for MSMEs under the Public Procurement Policy for Micro and Small Enterprises (MSMEs), Order 2012.
- Purchase preference to MSEs will be given as defined in Public Procurement Policy for Micro and Small Enterprises order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent orders/notifications issued by concerned Ministry, if the bidder wants to avail the purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods and services rendered by the service providers. Traders are

excluded from the purview of Public Procurement Policy for Micro and Small enterprises.

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### 3.13. Clarification of bids

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

---

### 3.14. Pre-bid Meeting

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The Bank shall hold a pre-bid 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 RfP being floated. The bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

Clarification sought by bidder should be as per the format given below, made in writing by way of 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 bidder's representative during the pre-bid meeting.

All pre-bid queries to be addressed to the bank officials as per contact details given in '**Critical Information**' section of RfP. The designated email id for submission of the pre bid queries is [auditvertical\\_ho@sidbi.in](mailto:auditvertical_ho@sidbi.in).

The bidders shall attend pre-bid meeting online through Microsoft Teams. In-order to schedule the meeting and forward invitation the bidders are required to communicate the following details addressed to Bank officials:

- i. Details of bidders 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 bidding document, if any, will be posted on the Bank's website **www.sidbi.in** and

**Government e-Marketplace (GeM) portal** after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids. 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 the bidders.

The format for submission of pre-bid clarifications is as under:

| Sr No | Page no of RfP | Clause No of RfP | Bidder's Query |
|-------|----------------|------------------|----------------|
|       |                |                  |                |

---

### 3.15. Amendment to the bidding document

---

The Bank reserves the right of discretion to:

- a. Amend, rescind or reissue the RfP, at any time prior to the deadline for submission of bids
- b. Change, modify, add or alter any or all the provisions of this RfP and / or the bidding 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 bidder, may modify the RfP, by amendment which will be made available to the bidders by way of corrigendum/addendum.

Interested bidders are advised to check the Bank's website [www.sidbi.in](http://www.sidbi.in) / **Government e-Marketplace (GeM) portal** regularly till the date of submission of bid document 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 bid. Such amendments/ clarifications/changes/addendums, if any, issued by the Bank will be binding on the participating bidders. Bank will not take any responsibility for any such omissions by the bidder.

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

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

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

---

### **3.16. Period of validity of bids**

---

Prices and other terms offered by bidders must be firm for an acceptance period as mentioned in “**Critical Information**” section, from date of closure of this RfP.

In exceptional circumstances the Bank may solicit the bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. Any extension of validity of bids or price (if applicable) will not entitle the Bidder to revise / modify the bid document.

Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

---

### **3.17. Deadline for submission of bids**

---

The bids must be received through **GeM portal** not later than the date & time specified in “Critical Information”.

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

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### **3.18. Language of Bid**

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

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### **3.19. Modification And/ Or Withdrawal of Bids**

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**3.19.1.** The bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank, prior to the deadline prescribed for submission of bids.

**3.19.2.** No bid may be modified or withdrawn after the deadline for submission of bids.

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

### **3.20. Details of Bids to be submitted**

**3.20.1.** The bid shall consist of minimum eligibility criteria, technical bid and commercial bid.

**3.20.2.** Bidders are required to submit as under-

| <b>File 1 containing the following documents:-</b> |                                                           |                      |
|----------------------------------------------------|-----------------------------------------------------------|----------------------|
| <b>Sr. No.</b>                                     | <b>Cover Contents</b>                                     | <b>Annexure Nos.</b> |
| 1.                                                 | Bid Covering letter                                       | Annexure – I         |
| 2.                                                 | Compliance to minimum eligibility criteria                | Annexure - II        |
| 3.                                                 | Compliance to Technical bid Criteria                      | 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           |
| 11.                                                | List of Annexures to be submitted                         | Annexure XI          |
| 12.                                                | Bid Security Declaration                                  | Annexure XIII        |
| 13.                                                | Performance Bank Guarantee                                | Annexure XIV         |
| <b>File 2 containing the following documents:-</b> |                                                           |                      |
| 14.                                                | Commercial bid                                            | Annexure XII         |

**3.20.3.** 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 bids do not contain all the information, documentary proof required or is incomplete, the proposal is liable to be rejected.

**3.20.4.** Any deviations from the specifications should be clearly brought out in the bid.

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

**3.21.1.** 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.

**3.21.2.** Pre-Contract Integrity Pact is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

**3.21.3.** Only those bidders who have entered into such an integrity pact with the buyer would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification (Minimum Eligibility). Those bids not containing the Integrity pact are liable to be rejected.

- 3.21.4.** The integrity pact in respect of a particular contract would be effective from the stage of invitation of bids till the complete execution of the contract.
- 3.21.5.** The bidder 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 bidder) applicable at the place of its first execution along with the minimum eligibility bid.
- 3.21.6.** The integrity pact shall be signed by the person who is authorised to sign the bid along with witness.
- 3.21.7.** The details of Independent External Monitor (IEM) are:

|                 |                                                                                                                               |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------|
| Name & Email ID | i. <b>Dr. Parvez Hayat, IPS (Retd.)</b><br>Email: <a href="mailto:phayatips@gmail.com">phayatips@gmail.com</a>                |
|                 | ii. <b>Shri Rabindra Panwar, IAS (Retd.)</b><br>Email: <a href="mailto:panwarrabindra@gmail.com">panwarrabindra@gmail.com</a> |

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### **3.22. 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 services 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 shall be liable to be rejected.

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### **3.23. Conditional Bids**

Conditional bids 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.

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### **3.24. Authorised Signatory**

- 3.24.1.** The bidder 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 bidder to sign the bid documents, to discuss, sign agreements /contracts / purchase order with the Bank, raise invoice and accept payments and also to correspond.
- 3.24.2.** The proposal / bid documents shall be duly signed by the authorized signatory (in whose favour Power of Attorney is issued)

The bid signed by authorized signatory would be binding on the bidder entity.

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### 3.25. Opening of bids

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3.25.1. The bids will be opened as per the schedule mentioned in GeM.

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### 3.26. Sub-contracting

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SIDBI expects the bidder having in-house capabilities to deliver the scope as per the scope of audit as mentioned at Para No.5. **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 bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.

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### 3.27. No commitment to accept any bid

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3.27.1. SIDBI reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

3.27.2. SIDBI will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

3.27.3. The bids received and accepted will be evaluated by SIDBI as per the evaluation process mentioned in this document. However, SIDBI does not bind itself to accept any or all bids and reserves the right to reject any or all bids at any point time prior to the order without assigning any reasons whatsoever.

3.27.4. SIDBI reserves the right to re-tender or cancel the bidding process at any stage of the bidding process.

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### 3.28. Contacting the Bank

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3.28.1. Bidder shall NOT contact SIDBI on any matter relating to its bid, from the time of opening of bid to the time a communication in writing about its qualification or otherwise received from SIDBI.

3.28.2. Any effort by the bidder to influence SIDBI in its decisions on bid evaluation, bid comparison may result in the rejection of the bidder's bid.

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### **3.29. Right to Reject Bids**

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**3.29.1.** SIDBI reserves the absolute and unconditional right to reject the response to this RfP if it is not in accordance with its requirements and no correspondence will be entertained by SIDBI in the matter.

**3.29.2.** The bid is liable to be rejected due to occurrence of the following conditions:

- i. It is not in conformity with the instructions mentioned in the RfP 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 RfP.

## **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, Programs for Development and Impact [PDI], etc. SIDBI's operations are well differentiated from commercial banks and are a blend of development and finance. The bidders can visit [www.sidbi.in](http://www.sidbi.in) for more information.

## 5. Scope of Work

### 5.1. Introduction

This Request for Proposal (RfP) document has been prepared solely to inform potential bidders and to solicit proposals for engagement of professional firms / agencies for carrying out Concurrent Audit of select Head Office Verticals [HOVs] of SIDBI.

The selected Chartered Accountants / Cost Accountant Firms would undertake the concurrent audit of operations of the HO Verticals **as per the pre-defined approved scope of work** on daily basis and based on their findings also regularly suggest measures to improve the functioning of operations of HOVs of SIDBI. The assignment would also include verification and confirmation on the adequacy of internal controls and IT system for sustaining operations. The staff deputed by the firm for carrying out the concurrent audit should be qualified Chartered Accountant / Cost Accountant and experienced in the area of work preferably having relevant experience in HO Verticals of Commercial Banks/ FIs.

The objective and scope of the Concurrent Audit are as follows -

### 5.2. Objectives

#### 5.2.1 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 SIDBI in carrying out simultaneous internal checks of transactions and compliance with the laid down systems and procedures of SIDBI.

#### 5.2.2 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. The role of a concurrent auditor will include comments on the follow up action taken up in respect of potential / existing NPA accounts of the concerned HOVs, wherever applicable.

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### 5.3 Broad Scope of work for Concurrent Audit of HO Verticals

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#### 5.3.1 Administration Vertical Covering Staff Payments

##### **Introduction:**

SIDBI has a centralized payment process for all the staff/officers under Human Resource Vertical. The administrative payments made to all staff both serving and retired are centrally paid from Lucknow viz. salary, PF / Pension / Gratuity / loans & advances of staff members, leave concession, foreign tour bills, medical bills, TA/HA bills, etc.

##### **Scope:**

##### **5.3.1.1 Payroll & Benefit Verification**

- **Salary & Reimbursements:** Perform 100% substantive checking of monthly salary processing, ensuring correct application of pay scales, increments, and dearness allowance (DA) revisions.
- **Leave Encashment & LFC:** Verify the eligibility and calculation of Leave Fare Concession (LFC) and leave encashment claims against the bank's HR manuals and staff service rules.
- **Retirement Benefits:** Scrutinize terminal benefit payments (Pension, Gratuity, and PF) to ensure they match actuarial valuations and service records.
- **Investment Audit for Retirement Funds:** Auditing the investment of PF and Pension funds to ensure they comply with Ministry of Finance or RBI investment patterns and yield competitive returns.

##### **5.3.1.2 CAP processing and its Verification**

- **System-Based Scrutiny & Auditing:**
  - All claims must undergo automated and manual auditing, segmented by facility or department.
  - Cross-verification of "Eligibility vs. Actual Payment" is mandatory to ensure that disbursements do not exceed approved grade-based limits or contractual entitlements.
- **Financial Vouching & Classification:**
  - Each transaction must be vouched against supporting documentation (invoices, receipts, or logs).
  - Strict adherence to the General Ledger (GL) Code structure is required to ensure accurate financial reporting and budget tracking.
- **Tax and Benefit Compliance:**

- Verification must include a comprehensive review of Monetary and Non-Monetary Perquisites.
- The system must accurately capture these benefits for appropriate payroll tax calculations and fringe benefit tax (FBT) compliance.

#### 5.3.1.3 Staff Advances & Loans

- **Sanction Compliance:** Ensure that staff loans (Housing, Vehicle, Personal) are sanctioned within delegated authority and follow established policy parameters.
- **Documentation & Recovery:** Verify the execution of proper security documents (e.g., mortgages for housing loans) and ensure that monthly recoveries (Principal + Interest) are correctly triggered in the system.

#### 5.3.1.4 Statutory & Tax Compliance

- **TDS & GST Management:** Conduct real-time verification of Tax Deducted at Source (TDS) on salaries and administrative payments, ensuring correct rates are applied and deposits are made within statutory timelines.
- **Regulatory Returns:** Review the accuracy of periodical statutory returns (Income Tax, GST) before they are filed by the APV vertical.
- **Direct & Indirect Tax Advisory:** Providing ongoing consultancy on complex tax matters, such as the taxability of perquisites, GST reverse charge mechanisms on administrative expenses, and international tax compliance for foreign postings.
- **Filing & Representation:** Representing the bank before statutory authorities for tax assessments, responding to audit queries from the CAG (Comptroller and Auditor General of India), and obtaining necessary tax exemption certificates (e.g., 80G or 12AA).

#### 5.3.1.5 Operational Risk & Internal Controls

- **Voucher Scrutiny:** Daily examination of administrative payment vouchers to ensure they are backed by proper approvals, original invoices, and satisfy "business necessity".
- **System Integrity:** Monitor the **Human Resource Management System (HRMS)** for unauthorized changes to master data, such as bank account numbers or grade-specific entitlements.
- **Suspense & Parking Accounts:** Critically analyze entries in suspense or sundry accounts related to staff payments, ensuring timely reconciliation and reversal of old entries.

#### 5.3.1.6 Reporting & Rectification

- **Irregularity Reporting:** Immediately report any serious lapses, suspected frauds, or systemic violations to the Higher Authorities or the Audit Committee.
- **Follow-up:** Monitor the "Turn Around Time" for rectifying previously identified audit observations to ensure a clean compliance trail.

#### 5.3.1.7 General Routine Work

- Scrutinizing for completeness of documents submitted for effecting the payment [s].
- Detection and arresting the errors while payment of GST and deposit of TDS, if any.
- To verify prompt, timely, accurate and regular submission of the periodical and statutory payment and returns.
- Any violation of procedure is brought to light.
- Reporting any irregularity in working which may result in financial or other loss to the Bank.
- Feedback on regulatory compliances.
- Assist the Bank in preparation of TDS Reconciliation as required in terms of clause 34A of the Tax Audit Report and in filing TDS returns.
- Any other areas on the above stated operations of the Bank which are vital, in nature.

#### 5.3.1.8 Scope for Administrative payments towards staff members:

- To ensure that all financial transactions and administrative decisions strictly conform to the policy frameworks, circulars, and operational guidelines issued by the Head Office from time to time."
- To ensure absolute **adherence to the procurement protocols** and administrative guidelines prescribed by the Bank, while maintaining strict **compliance with the statutory mandates** and circulars issued by regulatory bodies, including the **Reserve Bank of India (RBI)** and the **Government of India (GOI)**.
- To verify that the TDS has been calculated correctly and as per the law in force and paid to tax authorities.
- To ensure that all **statutory liabilities** are discharged and the corresponding **regulatory returns** are filed in strict accordance with the **extant legal provisions** and within the timelines prescribed by the respective authorities."
- Conduct a 100% verification of monthly payroll runs, ensuring that pay-fixations, annual increments, and **Dearness Allowance (DA)** revisions are accurately computed as per the **IBA/SIDBI Service Rules**.
- Verify **Leave Fare Concession (LFC)** claims for eligibility, block-year limits, and distance/fare authenticity, ensuring adherence to the Bank's travel policy and GST invoice requirements.

- Audit medical reimbursements and insurance premium deductions, verifying the validity of prescriptions/bills and checking against the sanctioned limits for different staff cadres (Serving as well as retirees).
- Review the settlement of foreign travel bills, ensuring compliance with **FEMA guidelines**, approved exchange rates, and the surrendering of unspent foreign currency.
- Conduct a real-time audit of the settlement process for retiring/resigning staff, ensuring all outstanding dues (loans, notice pay, penalties) are recovered before the release of **Gratuity and Pension**.
- Verify that the interest rates on staff loans are correctly applied (especially for floating rates or concessional rates) and that recovery commences as per the sanction terms.
- Perform a monthly review of the **Provident Fund (PF)** and **Pension Fund** accounts, ensuring that employee and employer contributions are accurately credited and invested in approved securities.

#### 5.3.1.9 Number of Resource Personal required for Vertical

| Vertical name                                          | Number of Resources required                                                                                                            |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>LUCKNOW REGION 1 (LR1)</b>                          |                                                                                                                                         |
| <b>Administration Vertical covering staff payments</b> | 2 resources required of which 1 qualified CA / CMA (Dedicated and common for all the 3 HO Verticals covered under LR1) and 1 assistant. |

The above areas of operation are illustrative and not exhaustive.

### **5.3.2 Corporate Accounts Payments Vertical (CAPV)**

#### **Role & Responsibility of the Concurrent Auditor(s) for Centralized Vendor Payment Cell**

##### **Introduction:**

#### **5.3.2.1 Centralised Vendor Payment Cell (CVPC)**

- SIDBI has a centralized payment process system under Corporate Accounts Payments Vertical located at SIDBI's Head office Lucknow.
- As per extant instructions, CVPC is processing all the 3rd party Vendor Payments - various payments /settlement of bills of service providers viz., advocates, valuers, car hire agencies, telephone companies, electricity supply companies, AMC contractors, stationers, printers, advertisement agencies etc., centrally at Lucknow.
- This activity is centralized at Lucknow and is handled by a separate cell viz. Centralised Vendor Payment Cell, presently at Lucknow.

#### **5.3.2.2 Brief of CVPC Operations:**

- The 3rd Party invoices, on satisfaction of services, are initially processed by the operating offices (Branches & Verticals) in Vendor Invoice Management System and digitally flows through GPPS.
- Invoices are preliminarily processed by the CVPC maker & Checker and after their clearance the same flows to Concurrent Auditor.
- Concurrent Auditor's Team after thorough scrutiny of the invoices (sent by CVPC) for its correctness and also due checks on the veracity of the invoices, TDS Rates and GST applicability etc., would approve the same for process of payment by CVPC.
- The Invoices approved by the Concurrent Auditor would flow to CVPC maker / Checker for completing the payment to Vendor.

| <b>Importance of CVPC Operations</b>                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. In view of the complications involved in TDS & GST and notices emanating, Team should comprise and is lead by qualified personnel.                                                                                                                                                                                   |
| 2. CA Team shall possess specialized domain knowledge required in CVPC viz. TDS, GST, Input Service Distribution, etc.,                                                                                                                                                                                                 |
| 3. The number of returns filed In CVPC is on the rise viz., Monthly returns 103 numbers i.e. [GSTR1, GSTR7 & GSTR3B for 33 states & 4 ISD returns], quarterly return 3 [TDS/TCS and NRI] and 66 GST Annual return [GSTR9 & 9C for each 33 states/UT]. Accordingly, the concurrent audit team shall have to scrutinise / |

validate the returns and hence it is the expectation that the CA Team / Personnel shall mandatorily have sound knowledge of GST & TDS return filing and related accounting.

4. On average daily 400 invoices flows for processing in the Portal and since the payments are to be effected by 3.00 p.m. for funds requirement, the experienced resources should be able to process the same accordingly.

#### 5.3.2.3 Composition of Concurrent Audit team for CVPC

The Concurrent Audit (CA) Team proposed to be deployed for CVPC, must possess personnel with the pre-requisite of specialised domain knowledge in Indirect Taxation viz.

- i. Tax Deducted at Source (TDS)
- ii. Goods & Services Tax (GST)
- iii. Input Service Distribution (ISD)

The resources deployed by Concurrent Audit Team should invariably consist of personnel fully conversant and hands-on work experience in indirect taxation.

#### 5.3.2.4 Indicative Template for CA for CVPC Operations:

The Concurrent Audit shall specifically have the following work objectives / template for CVPC :

- Scrutinizing for completeness of documents submitted for effecting the payment [s] through GPPS
- Detection and arresting the errors while payment of Good & Service Tax and deposit of TDS, if any.
- To verify prompt, timely, accurate and regular submission of the periodical and statutory payment and returns.
- Any violation of procedure is brought to light.
- Reporting any irregularity in working which may result in financial or other loss to the Bank.
- Feedback on regulatory compliances.
- to prepare the TDS Reconciliation as required in terms of clause 34A of the Tax Audit Report and also help in filing of TDS and GST returns.
- Should forward the notification relating to GST / TDS, which the govt changes from time to time relating to SIDBI / Banking and financials.
- CA Team can bring to the notice of the Bank / CVPC any vital operational improvement / process improvement suggestions , for consideration.

#### 5.3.2.5 Number of Resource Personal required for Vertical

| Vertical name                           | Number of Resources required                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LUCKNOW REGION 1 (LR1)</b>           |                                                                                                                                                                                                                                                                                                                                                                     |
| Corporate Accounts and Payment Vertical | 3 resources required including 1 qualified CA/CMA (Dedicated and common for all the 3 HO Verticals covered under LR1) and 02 assistants. Team deployed by concurrent audit firm should have professional expertise in direct and indirect taxes. viz.<br>i. Tax Deducted at Source (TDS)<br>ii. Goods & Services Tax (GST)<br>iii. Input Service Distribution (ISD) |

The above areas of operation are illustrative and not exhaustive.

### **5.3.3 Premise Vertical (PV)**

**Broad scope of Premises Verticals covers:-**

#### **5.3.3.1 Infrastructure Projects**

- Review tendering, and execution of construction/redevelopment projects for office/residential use.
- Verify Note of approval for engaging architects and contractors, vetting of designs/layouts, and adherence to BPM.
- Assessment of building structure, as required, has been undertaken and related reports are obtained and reviewed.
- Confirm project Schedule/Tracker, budget utilization, and approvals.

#### **5.3.3.2 Renovation & Maintenance**

- Audit renovation work, including structural modifications and interior furnishing.

#### **5.3.3.3 Facility & Asset Management**

- Review daily upkeep, housekeeping, and complaint redressal mechanisms.
- Check maintenance logs, vendor performance reports.
- Verify inventory records and CDS entries for dead stock articles.
- Scrutinize AMC/CAMC contracts for HVAC, DG Sets, elevators, fire systems, etc.
- Verify vendor selection (OEM/authorized), SLA adherence, and service quality monitoring.

#### **5.3.3.4 Procurement & Disposal**

- Audit procurement of furniture, safes, appliances, etc.
- Review empanelment process of vendors.
- Verify disposal of obsolete items and reconciliation with GL/CDS.

#### **5.3.3.5 Lease & Accommodation Management**

- Scrutinize processing of leased flats for officers, including agreement execution and rent/security payments.
- Confirm HRDV approvals and system-based monitoring.

#### **5.3.3.6 Insurance & Risk Management**

- Review annual insurance coverage for movable and immovable assets.
- Verify claim documentation and settlement status.

#### 5.3.3.7 Statutory & Regulatory Compliance

- Check renewal of Fire NOC/Form B and submission of Labour Returns.
- Verify payments of electricity bills, municipal taxes, society dues, and AMC invoices via VIMS.

#### 5.3.3.8 Government Schemes & Reporting

- Audit implementation of SHS, PM Suryaghar, Jan Bhagidari, PwD access compliance.
- Review data submissions to GoI/DFS through Govt Coordination Cell.
- Verify Quarterly Progress Reports to Vigilance Vertical.

#### 5.3.3.9 Energy & Resource Efficiency

- Assess planning and execution of solar systems and energy-efficient infrastructure.
- Verify documentation and compliance with GoI/DFS sustainability mandates.

#### 5.3.3.10 Checklist for Concurrent Auditors – Premises Vertical

| S.No | Checklist Item                                                                                         | Concurrent Auditors' Observations / Remarks |
|------|--------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 1    | Are construction/redevelopment projects compliant with Tender/BPM guidelines?                          |                                             |
| 2    | Is selection of architects/contractors properly documented and approved?                               |                                             |
| 3    | Has any structural audit carried out for any owned assets and if so, related report has been obtained? |                                             |
| 4    | Are project timelines and budgets monitored and adhered to?                                            |                                             |
| 5    | Are AMC/CAMC contracts executed with OEMs/authorized vendors?                                          |                                             |
| 6    | Are SLAs defined and monitored for maintenance contracts?                                              |                                             |
| 7    | Are complaints resolved timely and logged systematically?                                              |                                             |
| 8    | Is procurement through GeM compliant with policy and approvals?                                        |                                             |
| 9    | Is disposal of dead stock documented and reconciled with CDS/GL?                                       |                                             |
| 10   | Are lease agreements and rent/security payments properly processed?                                    |                                             |
| 11   | Are the HRDV approval checked and kept on records prior to processing lease accommodations?            |                                             |
| 12   | Is insurance coverage adequate and claims tracked effectively?                                         |                                             |
| 13   | Is Fire NOC/Form B renewed timely and documented?                                                      |                                             |
| 14   | Are Labour Returns submitted annually to enforcement officers?                                         |                                             |

| S.No | Checklist Item                                                                                                                                                                                                                                                                                                                     | Concurrent Auditors' Observations / Remarks |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 15   | Are electricity, society dues, and AMC payments processed via VIMS with proper documentation?                                                                                                                                                                                                                                      |                                             |
| 16   | Are renovation payments supported by work orders and approvals?                                                                                                                                                                                                                                                                    |                                             |
| 17   | Are Gol / DFS schemes implemented and reported as per instructions?                                                                                                                                                                                                                                                                |                                             |
| 18   | Are energy/resource efficiency measures documented and monitored?                                                                                                                                                                                                                                                                  |                                             |
| 19   | Are Quarterly Progress Reports submitted to Vigilance Vertical on time?                                                                                                                                                                                                                                                            |                                             |
| 20   | Is data submitted to Gol / DFS complete, accurate, and timely?                                                                                                                                                                                                                                                                     |                                             |
| 21   | Are CDS entries reconciled with physical inventory and GL balances?                                                                                                                                                                                                                                                                |                                             |
| 22   | Are any adverse balances or long-pending entries in PV accounts identified and resolved?                                                                                                                                                                                                                                           |                                             |
| 23   | Are statutory payments (municipal taxes, etc.) made on time and recorded?                                                                                                                                                                                                                                                          |                                             |
| 24   | Are vendor empanelment processes transparent and policy-compliant?                                                                                                                                                                                                                                                                 |                                             |
| 25   | Are payments for renovation/AMC/society dues supported by invoices and approvals?                                                                                                                                                                                                                                                  |                                             |
| 26   | Auditor to verify the actual monthly payments being made towards Lease flats as against the approval granted and Lease Agreement executed. <b>Frequency</b> of this may be done on a monthly basis.                                                                                                                                |                                             |
| 27   | Auditor to verify details of Security Deposit kept by the Bank with the Lessors indicated in the AMM and its reconciliation with (a) the amount approved & mentioned in the Lease Agreement, and (b) the actual amount of Security Deposit lying with the resp. Office. <b>Frequency</b> of this may be done on a quarterly basis. |                                             |

#### 5.3.3.11 Number of Resource Personal required for vertical

| Vertical name                 | Number of Resources required                                                                                                            |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>LUCKNOW REGION 1 (LR1)</b> |                                                                                                                                         |
| Premises Vertical             | 2 resources required of which 1 qualified CA / CMA (Dedicated and common for all the 3 HO Verticals covered under LR1) and 1 assistant. |

The above areas of operation are illustrative and not exhaustive.

\*\*\*\*\*

## 6. Monthly Fee Structure

- The fees would be based on commercial bid value. The commercial bid should be submitted in the prescribed format indicating quoted fee HO Vertical wise and for the region as a whole (i.e. break up of quoted fees HO Vertical wise and then aggregated for the region as a whole).

## 7. Evaluation Methodology

### 7.1 Evaluation process

- 7.1.1 The Bank has adopted a two (2) stage bid processes in which the Bidder has to submit following bids through GEM portal as stipulated in this document.
- a) Eligibility Criteria & Technical Bid
  - b) Commercial Bids
- 7.1.2 The Bank shall evaluate first the bids in terms of 'Eligibility Criteria' and based on its evaluation, technical evaluation shall be undertaken. 'Commercial bids' shall be opened for only the bidders shortlisted after technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 70% and Relative Commercial Bid Score a weightage of 30%.
- 7.1.3 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.
- 7.1.4 All the documentary proofs are to be submitted along with the bid in this regard.
- 7.1.5 Bidders 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.
- 7.1.6 During evaluation, Bank at its discretion can ask the bidders for further clarifications.
- 7.1.7 **Normalization** - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation

process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

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## **7.2 Opening of Minimum Eligibility and Technical Eligibility Documents**

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- 7.2.1 Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the '**Critical information**' sheet.

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## **7.3 Preliminary Examinations**

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- 7.3.1 The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 7.3.2 The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 7.3.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding 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 a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 7.3.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 7.3.5 The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

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## **7.4 Clarification of bids**

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

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## **7.5 Evaluation of Eligibility Criteria**

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- 7.5.1 Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria'. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- 7.5.2 The minimum eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned

herein below, may respond. Document in support of all eligibility criteria are required to be submitted in Eligibility Bid. Offers received from the bidders who do not fulfil any of the following minimum eligibility criteria will be rejected.

| S.No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                       | Supporting Documents Required to be Submitted                                                                                                                                                                                                                                                                                                         |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 under category I or II or III.                                                                                                                                   | 1. Copy of registration certificate issued by ICAI/ICMAI.<br>2. Copy of Multipurpose Empanelment Form (MEF) certificate in the name of the applicant firm be submitted.<br>3. Copy of Audited financial statements.                                                                                                                                   |
| 2     | To be a Partnership firm/ LLP of Chartered Accountants with minimum 10 partners of which at least 7 partners should be FCA(s). At least five partners should have a continuous association with the firm for the minimum period of 5 years and another five partners should have a continuous association with the firm for the minimum period of 3 years. | Copy of Partnership Deed along with firm registration certificate issued by ICAI / ICMAI and LLP agreement in case of LLPs.                                                                                                                                                                                                                           |
| 3     | Bidding entity should have minimum of seven (@)years in operations and out of which minimum five (#) years of previous track record of carrying out concurrent audits in Scheduled Commercial Banks 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 bank and acceptance / completion (communications issued through official email/system/authorized portal etc., shall also be considered).<br><br><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> |
| 4     | 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-declaration to this effect on the entity's letterhead should be submitted as per the format at Annexure IV.                                                                                                                                                                                                                                      |
| 5     | Annual revenue of at least Rs.2 (&) crore in any three of the previous five financial years.                                                                                                                                                                                                                                                               | Copy of relevant financial audited statements (from FY2021 to FY2025)                                                                                                                                                                                                                                                                                 |
|       | <b><i>Without compliance of the above minimum eligibility criteria, the applicant will not be eligible for applying.</i></b>                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                       |

(@) : Five years for MSEs / Startup (i.e., minimum operations),.

(#) : Three years for MSEs/ Startup i.e., minimum years of previous track record of carrying out concurrent audits in Scheduled Commercial Banks,

(&) : ₹ 1 crore for MSEs/ Startup

- 7.5.3 Bidder 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 independently. Any discrepancy could lead to censuring / blacklisting of the bidder. Any decision in this regard shall be final and binding upon the bidder.
- 7.5.4 Those who fulfil all the eligibility criteria as mentioned above would be eligible to take part in this bid exercise.
- 7.5.5 Minimum Eligibility Bid format as per **Annexure -II** given in this RfP to be submitted by Bidders and should contain detailed responses to each of the above eligibility criteria along with documentary proofs as specified above.
- 7.5.6 Successful bids out of this stage would be considered for technical evaluation.

## 7.6 Evaluation of Technical Bids

- 7.6.1 Technical evaluation will be carried out only for the bidders who succeed the pre-qualification (minimum eligibility) criteria.
- 7.6.2 SIDBI may seek specific clarifications from any or all the Bidder(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 bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
- 7.6.3 A maximum of 100 marks will be allocated for the technical bid. Only the technical proposals will be evaluated at this stage. **Bidders scoring less than 60 marks (cutoff score) out of 100 marks in the technical evaluation shall not be considered for further selection.** Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut off score will only be short listed.
- 7.6.4 Technical bids would be evaluated based on the following parameters:

| Sl. No. | Criteria | Marks | Maximum Marks (Weightage) |
|---------|----------|-------|---------------------------|
|         |          |       |                           |

|   |                                                                                                                                                                                                                                                                                                   |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RfP issuance date and should have minimum of 7 years in operation. | 10 | <p>Only the period/year's having operational income will be considered for evaluation.</p> <ul style="list-style-type: none"> <li>• Up to 07 years of operations– 5 Marks</li> <li>• More than 07 years of operations but less than 10 years– 7 Marks</li> <li>• More than 10 years of operations – 10 Marks</li> </ul> <p>Copy of relevant audited financial statements.<br/>Auditors' Certificate stating operational income in relevant financial years.</p> |
| 2 | The average of annual revenue (best of three in the last five financial years) of the bidder.                                                                                                                                                                                                     | 15 | <p>Average Turnover revenue (best of three in the last five years financial years) :</p> <ul style="list-style-type: none"> <li>• ₹ 1 crore but less than ₹5 Crore– 5 marks</li> <li>• More than ₹5 crore but less than ₹10 Crore– 10 marks</li> <li>• More than ₹10 crore – 15 marks</li> </ul>                                                                                                                                                                |
| 3 | Experience in carrying out concurrent audits in Scheduled Commercial banks mainly in the area of credit dispensation under Direct Credit and other day-to-day operations of the bank.                                                                                                             | 15 | <ul style="list-style-type: none"> <li>• Minimum 3 years of experience and up to 5 years of experience in carrying out audit under relevant vertical operations – 5 Marks</li> <li>• More than 5 years of experience and up to 10 years in carrying out audit under relevant vertical operations – 10 Marks</li> <li>• More than 10 years of experience in carrying out audit under relevant vertical operations – 15 Marks</li> </ul>                          |
| 4 | Geographical coverage of the bidder in terms of its operations in India.                                                                                                                                                                                                                          | 15 | <ul style="list-style-type: none"> <li>• Having Branch offices at less than 50% locations of the quoted region (s) – 5 Marks</li> <li>• Having Branch offices at 50% to 80% locations of the quoted region (s) – 10 Marks</li> <li>• Having Branch offices at more than 80% locations of the quoted region (s) – 15 Marks</li> </ul>                                                                                                                            |

|   |                                                                                                                                                                                                  |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | 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 minimum 3 years' and up to 5 years' experience in carrying out concurrent audit of scheduled commercial banks under relevant vertical operations - 5 marks</li> <li>• Having more than 5 years' experience in carrying out concurrent audit of scheduled commercial banks under relevant vertical operations - 10 marks</li> <li>• Additional 5 marks for having qualified Information System Auditor (CISA/ DISA) with necessary exposure of systems audit, as member / Head of the team</li> <li>• Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</li> </ul> |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|   |                                                                                                                                                                                                                                                                     |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6 | <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> | 15         | <p>Assessment by Evaluation Committee based on the presentation and interaction during the presentation to the Evaluation Committee</p> <ul style="list-style-type: none"> <li>• 5 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 written submission and interaction during the presentation with the Evaluation Committee, if required.</p> |
| 7 | <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 bidder in terms of delivering outcomes and meeting timelines</li> </ul>                          | 15         | <p>Assessment by Evaluation Committee based on the written submission and interaction during the presentation with the Evaluation Committee, if required.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|   | <b>Maximum technical score</b>                                                                                                                                                                                                                                      | <b>100</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

*Note: In case a bidder claims marks for having an office/branch office in the respective region, the bidder shall furnish a valid GST Registration Certificate and valid ownership/occupancy documents pertaining to such office/branch office as on the bid submission date. Mere declaration of a branch office address or inclusion of such address in ICAI records shall not, by itself, be sufficient for award of marks under this criterion*

## 7.7 Commercial Evaluation

- 7.7.1 Financial bids of only technically qualified bidders will be opened. In respect of all the qualified bidders, in whose case, the commercial bid has been opened, a combined techno-commercial evaluation will be done by the evaluation committee as per the following procedure:

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C etc.) will be computed using the formula,  $T = \text{Marks of B} / \text{Marks of highest scorer A} \times 70$ .

Similarly, Commercial score of all technically qualified bidders will be arrived at taking the cost quoted by L1 bidder i.e. the lowest quote from all technically qualified bidders (say C) as 100. Marks for other bidders will be calculated using the formula  $\text{Combined Score} = \text{Cost of L1 bidder (C)} / \text{Cost quoted by bidder} \times 30$ .

A "Combined Score" will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a weightage of 70% for technical and 30% for commercials as detailed below.

Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score (H1), up to 2 decimals.

Formula for calculating the Combined Score of technically qualified bidder is as follows.

$$H = (T/(T \text{ High}) \times 70) + ((C \text{ Low})/C \times 30)$$

T= Technical Score ; T High = Highest Technical Score among the bidders

C= Commercial Quote ; C Low = Lowest commercial quote of C among the bidders

Whereas: H = Combined Score

| Bidder | Technical Evaluation Marks (T) | Nominal Bid Price in INR (C) | Technical Score             | Commercial Score            | Combined Score (out of 100)   |
|--------|--------------------------------|------------------------------|-----------------------------|-----------------------------|-------------------------------|
| A      | 95 (T 1)                       | 18                           | $(95/95) \times 70 = 70.0$  | $(10/18) \times 30 = 16.66$ | $70.0 + 16.66 = 86.66$ (H-3)  |
| B      | 90                             | 13                           | $(90/95) \times 70 = 66.31$ | $(10/13) \times 30 = 23.07$ | $66.31 + 23.07 = 89.38$ (H-1) |
| C      | 80                             | 10 (C 1)                     | $(80/95) \times 70 = 58.94$ | $(10/10) \times 30 = 30.00$ | $58.94 + 30 = 88.94$ (H-2)    |

In the above example, Bidder B with highest score (H-1) becomes the successful Bidder. In case of a tie between bidders i.e., if two or more bidders receive the same combined score, the bidder with the higher technical score shall be declared as (H-1) . Two decimals (rounded off) will be considered for evaluation.

Kindly note that the evaluation committee reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the evaluation Committee's decision on techno-commercial evaluation is FINAL.

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**7.8 Commercial Bid (Important Points)**

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- 7.8.1 All prices should be quoted in (INR) only. The Total cost will be inclusive of GST and other applicable taxes.
- 7.8.2 The Commercial Bid should be submitted in the format prescribed in the RfP. Consideration of commercial bids, not submitted as per requisite format, will be accepted at the discretion of the Bank.
- 7.8.3 In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
- 7.8.4 Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.

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**7.9 Arithmetic errors correction**

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Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

- 7.9.1 If there is discrepancy in the price quoted in figures and words, the price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 7.9.2 If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- 7.9.3 Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

## 8 General Terms and Conditions

### 8.1 Terms of the contract

8.1.1 The selected firm/ LLP of Chartered Accountant would initially be assigned the contract for a period of one year (01), extendable for further two 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 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.

#### 8.1.2 Terms & Conditions:

- a) The applicant appointed as concurrent auditor shall nominate a CA / CMA having experience of handling advances for each HoVs 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 certificates 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 specified as under:
  - i. The designated FCA partner of the firm / LLP who shall visit the HO Verticals office at least 4 days in a month.
  - ii. Attendance requirement of Chartered Accountant and assistants who shall visit the HO Verticals are as under :-

| LUCKNOW REGION 1 (LR1)                          |                                                                                                                                                                                      |                                                          |             |                                                                                       |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------|---------------------------------------------------------------------------------------|
| Vertical name                                   | Number of Resources required                                                                                                                                                         | Chartered Accountant                                     | Assistants  | Attendance Requirement                                                                |
| Administration Vertical covering staff payments | 2 resources required of which 1 qualified CA / CMA and 1 assistant.                                                                                                                  | One dedicated CA / CMA common for all three HO Verticals | 1 Assistant | All working days of the month including Saturdays and holidays, as and when required. |
| Corporate Accounts and Payment Vertical         | 3 resources required including 1 qualified CA / CMA and 02 assistants. Team deployed by concurrent audit firm should have professional expertise in direct and indirect taxes. viz.: |                                                          | 2 Assistant |                                                                                       |

|                   |                                                                                                            |  |             |  |
|-------------------|------------------------------------------------------------------------------------------------------------|--|-------------|--|
|                   | i. Tax Deducted at Source (TDS)<br>ii. Goods & Services Tax (GST)<br>iii. Input Service Distribution (ISD) |  |             |  |
| Premises Vertical | 2 resources required of which 1 qualified CA/CMA and 1 assistant.                                          |  | 1 Assistant |  |

- 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) On appointment, the Applicant shall execute an undertaking of fidelity and secrecy on its letterhead in the format prescribed by the Bank.
- e) 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.
- f) The concurrent auditors should not undertake any other activities / assignment on behalf of the region / HO Verticals without obtaining the concurrence of the Audit Vertical at Head Office, in writing.
- g) The concurrent auditor should immediately report Audit Vertical (Head Office) as also to the Chief Vigilance Officer as well as Vertical Incharge concerned (unless the Vertical Incharge is involved), if any fraudulent transactions are detected.
- h) 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.
- i) 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.
- j) The concurrent auditors would give rating or grade to the HO Vertical, if desired by SIDBI.

- k) 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 Vertical Incharge will shoulder the responsibility of the arrangements.
- l) 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 / HoVs.
- m) 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.
- n) 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.
- o) The concurrent auditor shall be granted read only access to the systems at the HO Verticals.
- p) The concurrent audit report shall be pre-formatted and shall be made available on 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.
- q) The concurrent auditor shall not be allowed to carry any mass storage device such as pen drive/flash drive/thumb drive or any laptop inside the HO 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 HOVs.
- r) The concurrent auditors are required to plan the audit in such a manner such 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 HOVs / Business Unit of the Bank.
- s) The concurrent auditor shall daily go through all the vouchers and books of the concerned HO Vertical for the previous day and identify areas to be scrutinised in detail.
- t) Should maintain and keep back up papers in support of observations made.

Any other terms and conditions of the assignment would be decided by the Bank on a case-to-case basis.

## **Guidelines & Instructions**

SIDBI will endeavour to make available all relevant information in the RfP. 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 bidding.

### **Government Tax**

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

### **Conflict of Interest:**

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.
- If they are OR any of the applicant's staff have been convicted of, or are the subject of any proceedings, relating to:-
  - i) 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.
  - ii) corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with SIDBI, or any contracting authority.
- failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
- 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 / RfP).

- 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. At the sole discretion of SIDBI and assessment as to whether the applicant will be allowed to submit an application, decision will then be made by 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 [CAs], 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.

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## **8.2 Settlement of Disputes**

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### **8.2.1 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.

### **8.2.2 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 8.2.3**

### **8.2.3 Dispute Settlement Mechanism**

#### **8.2.3.1 Arbitration**

- a It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder 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 Bidder 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 Bidder 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 Bidder 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 / Hindi.
- 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 Bidder and SIDBI will cause cessation of services. Only by mutual consent the services will be withdrawn.

#### 8.2.3.2 Jurisdiction

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

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### 8.3 PERFORMANCE BANK GUARANTEE

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The successful bidder shall be required to furnish a Performance Bank Guarantee (PBG) within 15 days from the date of issue of purchase order by SIDBI or signing of the contract agreement, whichever is earlier. The PBG shall cover the period from date of awarding contract till the entire period of contract with a further claim period of 03 months.

#### Amount of Performance Bank Guarantee:

- The Performance Bank Guarantee shall be for an amount equivalent to **five percent (5%) of the total contract value**.

- The PBG shall be issued by a **scheduled commercial bank** acceptable to SIDBI, in the format prescribed in the relevant annexure of this RFP.

**Validity of Performance Bank Guarantee:**

- The Performance Bank Guarantee shall remain valid for a period extending beyond the expiry of the contract, including any extensions, as specified by SIDBI.
- The PBG shall typically be valid for a minimum period of three months beyond the completion of all contractual obligations, including submission and acceptance of all deliverables and closure certificates.
- In case the contract period is extended, the Audit Firm shall ensure that the validity of the Performance Bank Guarantee is correspondingly extended, prior to its expiry.

**Invocation of Performance Bank Guarantee**

- The Performance Bank Guarantee shall be unconditional and irrevocable and shall be invocable by SIDBI, without prejudice to any other rights or remedies, in the event of:
  - i. Non-performance or unsatisfactory performance of contractual obligations
  - ii. Failure to adhere to prescribed timelines or scope of work
  - iii. Breach of contractual terms, including confidentiality and data protection obligations
  - iv. Failure to submit deliverables in the required quality or format
- SIDBI's decision to invoke the Performance Bank Guarantee shall be final and binding on the Audit Firm, and no demur or dispute shall be entertained by the issuing bank.

**Release of Performance Bank Guarantee**

- The Performance Bank Guarantee shall be released only after:
  - i. Successful completion of the contract;
  - ii. Submission and acceptance of all deliverables, including compliance verification reports and closure certificates; and
  - iii. Fulfilment of all contractual obligations by the Audit Firm to the satisfaction of SIDBI.

\*\*\*\*\*

## 9 Annexures

### 9.1 Annexure –I: Bid Covering Letter

*(To be submitted on Bidder'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,

**Request for Proposal for appointment of Concurrent Auditors for Operations of the  
Verticals under Lucknow Region 1 (LR1) Tender No: ..... dated .....**

1. We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose extending the services as specified in the above-mentioned Tender document.
2. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid 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 RfP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank 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 the Bank'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.
4. We agree to abide by this offer 180 days from the date of the last day for submission of offer (bid)

Thanking you,

Yours sincerely,

Date:  
Place:

Signature of Authorized Signatory:  
Name of the Authorized Signatory:  
Designation:  
Name of the Organization:  
Seal ...

**9.2 Annexure –II: Compliance to Minimum Eligibility Criteria**

**A. Bidder Profile**

| Sr No | Particulars                      | Bidder's Response |
|-------|----------------------------------|-------------------|
| 1.    | Name of the bidder               |                   |
| 2.    | Date of Incorporation            |                   |
| 3.    | Date of Commencement of Business |                   |
| 4.    | Constitution of bidder           |                   |
| 5.    | Address of Registered office     |                   |

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

| Sr No | Particulars                                                        | Bidder'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)<br><i>Please submit the copy of the PoA</i> |

**C. Compliance to Eligibility Criteria**

| S.No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                    | Supporting Documents Required to be Submitted                                                                                                                                                                                                                                  | Bidder's Response |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 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 under category I or II or III.                                                                                                | <ul style="list-style-type: none"> <li>• Copy of registration certificate issued by ICAI/ICMAI.</li> <li>• Copy of Multipurpose Empanelment Form (MEF) certificate in the name of the applicant firm be submitted.</li> <li>• Copy of Audited financial statements.</li> </ul> |                   |
| 2     | To be a Partnership firm/ LLP of Chartered Accountants with minimum 10 partners of which at least 7 partners should be FCA(s). At least five partners should have a continuous association with the firm for the minimum period of 5 years and another five partners should have a continuous association with the firm | Copy of Partnership Deed along with firm registration certificate issued by ICAI / ICMAI and LLP agreement in case of LLP's.                                                                                                                                                   |                   |

| S.No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                | Supporting Documents Required to be Submitted                                                                                                                                                                                                                                                                                                         | Bidder's Response |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
|       | for the minimum period of 3 years.                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                       |                   |
| 3     | Bidding entity should have minimum of seven (@) years in operations and out of which minimum five (#) years of previous track record of carrying out concurrent audits in Scheduled Commercial Banks 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 bank and acceptance / completion (communications issued through official email/system/authorized portal etc., shall also be considered).<br><br><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> |                   |
| 4     | 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-declaration to this effect on the company's letterhead should be submitted as per the format at Annexure IV.                                                                                                                                                                                                                                     |                   |
| 5     | Annual revenue of at least Rs.2 (&)crore in any three of the previous five financial years.                                                                                                                                                                                                                         | Copy of relevant financial audited statements (from FY2021 to FY2025)                                                                                                                                                                                                                                                                                 |                   |
|       | <b><i>Without compliance of the above minimum eligibility criteria, the applicant will not be eligible for applying.</i></b>                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                       |                   |

(@) : Five years for MSEs/ Startup (i.e., minimum operations),

(#) : Three years for MSEs/ Startup (i.e., minimum years of previous track record of carrying out concurrent audits in Scheduled Commercial Banks),

(&) : ₹ 1 crore for MSEs/ Startup

Date:  
Place:

Signature of Authorized Signatory:

Name of the Authorized Signatory:  
Designation:  
Name of the Organization:  
Seal ...

| Sl. No. | Criteria                                                                                                                                                                                                                                                                                          | Marks | Maximum Marks (Weightage)                                                                                                                                                                                                                                                                                                                                                                                                                                       | Bidders Response |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1       | Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 3 years as on RfP issuance date and should have minimum of 7 years in operation. | 10    | <p>Only the period/year's having operational income will be considered for evaluation.</p> <ul style="list-style-type: none"> <li>• Up to 07 years of operations– 5 Marks</li> <li>• More than 07 years of operations but less than 10 years– 7 Marks</li> <li>• More than 10 years of operations – 10 Marks</li> </ul> <p>Copy of relevant audited financial statements.<br/>Auditors' Certificate stating operational income in relevant financial years.</p> |                  |
| 2       | The average of annual revenue (best of three in the last five financial years) of the bidder.                                                                                                                                                                                                     | 15    | <p>Average Turnover revenue (best of three in the last five years financial years) :</p> <ul style="list-style-type: none"> <li>• ₹ 1 crore but less than ₹5 Crore– 5 marks</li> <li>• More than ₹5 crore but less than ₹10 Crore– 10 marks</li> <li>• More than ₹10 crore – 15 marks</li> </ul>                                                                                                                                                                |                  |
| 3       | Experience in carrying out concurrent audits in Scheduled Commercial banks mainly in the area of credit dispensation under Direct Credit and other day-to-day operations of the bank.                                                                                                             | 15    | <ul style="list-style-type: none"> <li>• Minimum 3 years of experience and up to 5 years of experience in carrying out audit under relevant vertical operations – 5 Marks</li> <li>• More than 5 years of experience and up to 10 years in carrying out audit under relevant vertical operations – 10 Marks</li> <li>• More than 10 years of experience in carrying out audit under relevant vertical operations – 15 Marks</li> </ul>                          |                  |

|   |                                                                                                                                                                                                  |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 4 | Geographical coverage of the bidder in terms of its operations in India.                                                                                                                         | 15 | <ul style="list-style-type: none"> <li>• Having Branch offices at less than 50% locations of the quoted region (s) – 5 Marks</li> <li>• Having Branch offices at 50% to 80% locations of the quoted region (s) – 10 Marks</li> <li>• Having Branch offices at more than 80% locations of the quoted region (s) – 15 Marks</li> </ul>                                                                                                                                                                                                                                                                                                                                                           |  |
| 5 | 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 minimum 3 years' and up to 5 years' experience in carrying out concurrent audit of scheduled commercial banks under relevant vertical operations - 5 marks</li> <li>• Having more than 5 years' experience in carrying out concurrent audit of scheduled commercial banks under relevant vertical operations - 10 marks</li> <li>• Additional 5 marks for having qualified Information System Auditor (CISA/ DISA) with necessary exposure of systems audit, as member / Head of the team</li> <li>• Scoring shall be done through Evaluation and qualitative Assessment of CV and credentials submitted.</li> </ul> |  |

|   |                                                                                                                                                                                                                                                                     |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 6 | <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> | 15  | <p>Assessment by Evaluation Committee based on the presentation and interaction during the presentation to the Evaluation Committee</p> <ul style="list-style-type: none"> <li>• 5 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 written submission and interaction during the presentation with the Evaluation Committee, if required.</p> |  |
| 7 | <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 bidder in terms of delivering outcomes and meeting timelines</li> </ul>                          | 15  | <p>Assessment by Evaluation Committee based on the written submission and interaction during the presentation with the Evaluation Committee, if required.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|   | Maximum technical score                                                                                                                                                                                                                                             | 100 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |

*Note: In case a bidder claims marks for having an office/branch office in the respective region, the bidder shall furnish a valid GST Registration Certificate and valid ownership/occupancy documents pertaining to such office/branch office as on the bid submission date. Mere declaration of a branch office address or inclusion of such address in ICAI records shall not, by itself, be sufficient for award of marks under this criterion.*

**Date:**

**Place:**

Signature of Authorized Signatory:

Name of the Authorized Signatory:

Designation:

Name of the Organization:

Seal ...

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

**9.4 Annexure –IV: Self Declaration for non blacklisting / Clean Track Record**

*(To be submitted on Bidder'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,

**Declaration Regarding Clean Track Record**  
**Request for Proposal for appointment of Concurrent Auditors for Operations of the**  
**Verticals under Lucknow Region 1 (LR1) Tender No: ..... dated .....**

I have carefully gone through the Terms & Conditions contained in the RfP **Tender No: .....dated.....** for Appointment of Concurrent Auditor for HO Vertical operations 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 bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date  
Place

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

9.5 **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 \_\_\_\_\_, 2026, 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 Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to Request for proposal **Tender No: .....dated.....**for ‘**Request for Proposal for appointment of Concurrent Auditors for Operations of the Verticals under Lucknow Region 1 (LR1)** 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

**9.6 Annexure –VI Letter of Conformity**

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

Date:

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

Dear Sir,

**Request for Proposal for appointment of Concurrent Auditors for Operations of the  
Verticals under Lucknow Region 1 (LR1) Tender No: ..... dated .....**

We, the undersigned bidders, having read and examined the aforesaid RfP 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 RFP 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 RfP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations 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.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

Date  
Place

Signature of Authorized Signatory ...  
Name of the authorized Signatory ...  
Designation ...  
Name of the Organization ...

**9.7 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 “Request for Proposal for appointment of Concurrent Auditors for Operations of the Verticals under Lucknow Region 1 (LR1) as per scope defined in the Request for Proposal (RfP) 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 Request for Proposal 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 RfP 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 authorization 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 RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

The COMPANY shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) 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 any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Date  
Place

Seal

Signature of Authorized Signatory ...  
Name of the Authorized Signatory ...  
Designation ...

Name of the Organization ...  
*(Sample Format – To be executed on a non-judicial  
stamped paper of Rs.100/-)*

**9.8 Annexure – VIII Statement of Deviations**

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

Bidders 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 bidder to submit a revised commercial bid.

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

| List of Deviations |                                                      |                 |                    |                                |
|--------------------|------------------------------------------------------|-----------------|--------------------|--------------------------------|
| S. N.              | Clarification point as stated in the tender document | Page No. In RfP | Section No. in RfP | Comment/ Suggestion/ Deviation |
| 1.                 |                                                      |                 |                    |                                |
| 2.                 |                                                      |                 |                    |                                |
| 3                  |                                                      |                 |                    |                                |

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

Date  
Place

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

*(To be submitted on non judicial stamp paper)*

This pre-bid / pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 2026,

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)

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

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

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

Dear Sir,

**Request for Proposal for appointment of Concurrent Auditors for Operations of the  
Verticals under Lucknow Region 1 (LR1) 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 bidder 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. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Date  
Place

Signature of Authorized Signatory:  
Name of the Authorized Signatory:  
Designation:  
Name of the Organization:  
Seal:

**9.11 List of Annexure to be submitted**

**Annexure XI**

| S.no | Document                                                  | Annexure number |
|------|-----------------------------------------------------------|-----------------|
| 1    | Bid covering letter                                       | Annexure I      |
| 2    | Compliance to Minimum Eligibility Criteria                | Annexure II     |
| 3    | Compliance to Technical Bid Criteria                      | Annexure III    |
| 4    | Self-declaration for non-blacklisting/ Clean track record | Annexure IV     |
| 5    | Power of attorney                                         | Annexure V      |
| 6    | Letter for 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 agreement                             | Annexure X      |
| 11   | List of Annexure to be submitted                          | Annexure XI     |
| 12   | Commercial bid                                            | Annexure XII    |
| 13   | Bid Security Declaration                                  | Annexure XIII   |
| 14   | Performance Bank Guarantee                                | Annexure XIV    |

**9.12 Annexure – XII: Commercial Bid**

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

**Commercial Format for the full duration of 3-year fixed price contract – no other expenses / monies will be payable beyond this amount but for applicable GST.**

**(In Rs. )**

| S. No | HO Vertical name                                                                                                                                 | Month wise Fee Breakup for Year 1 A | Amount for Year 1 (including GST) A*12 | Month wise Fee Breakup for Year 2 B | Amount for Year 2 (including GST) B*12 | Month wise Fee Breakup for Year 3 C | Amount for Year 3 (including GST) C*12 | Total Amount (Year 1 + Year 2 + Year 3) (including GST) |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------|-------------------------------------|----------------------------------------|-------------------------------------|----------------------------------------|---------------------------------------------------------|
| 1     | One dedicated CA/ CMA common for all three HO Verticals (Administration Vertical, Premises Vertical and Corporate Accounts and Payment Vertical) |                                     |                                        |                                     |                                        |                                     |                                        |                                                         |
| 2     | <b>Administration Vertical Covering Staff Payments</b>                                                                                           |                                     |                                        |                                     |                                        |                                     |                                        |                                                         |
|       | 1 Assistant                                                                                                                                      |                                     |                                        |                                     |                                        |                                     |                                        |                                                         |
| 3     | <b>Corporate Accounts and Payment Vertical</b>                                                                                                   |                                     |                                        |                                     |                                        |                                     |                                        |                                                         |
|       | Assistant - 1                                                                                                                                    |                                     |                                        |                                     |                                        |                                     |                                        |                                                         |
|       | Assistant - 2                                                                                                                                    |                                     |                                        |                                     |                                        |                                     |                                        |                                                         |
| 4     | <b>Premises Vertical</b>                                                                                                                         |                                     |                                        |                                     |                                        |                                     |                                        |                                                         |
|       | 1 Assistant                                                                                                                                      |                                     |                                        |                                     |                                        |                                     |                                        |                                                         |
|       | <b>Total (including GST)</b>                                                                                                                     |                                     |                                        |                                     |                                        |                                     |                                        |                                                         |

**Note:**

- Total cost of contract, including GST mentioned here should be in sync with the total cost appearing in GeM portal. In case of wrong cost details or discrepancies between the financial bid uploaded and cost in GeM portal, proposal may be rejected.
- Bidders, kindly note that as per GeM GTC:  
"Bidders while participating in a bid should submit price element(s) in Financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as nonresponsive."
- Financial bid should be uploaded only under 'Price Breakup Section' in GeM portal.
- Commercial bid value should be indicated against each HO Vertical per annum (12 months) of the Region for each year viz., Y1, Y2 & Y3

### Terms and Conditions

1. In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
2. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
3. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions or which contain any deviation in terms & conditions or any specification.
4. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
5. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.
6. All prices should be quoted in (INR) only. The Total cost will be exclusive of GST and other applicable taxes. However, GST and other applicable taxes will be paid as per actuals

Date  
Place

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

**9.13 Annexure XIII: FORMAT OF BID SECURITY DECLARATION IN LIEU OF EMD OR  
PERFORMANCE BANK GUARANTEE**

(On letterhead of the bidder duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

I / We, the authorized signatory of M/s....., participating in selection process for '.....' accept that I/We may be disqualified from bidding for any contract with SIDBI for a period of Three years from the date of disqualification as may be notified by you (without prejudice to SIDBI's rights to claim damages or any other legal recourse) if,

1. I am /We are in a breach of any of the obligations under this RFP conditions,
2. I/We have withdrawn or unilaterally modified/ amended/ revised, my/ our Proposal during the validity period specified in the RFP or extended period, if any.
3. On acceptance of our Proposal by SIDBI, I/we fail to deposit the prescribed Performance Security Deposit or fail to execute the Contract or fail to commence/ continue the execution of the services in accordance with the terms and conditions of this RfP.

Signature of the Authorized Signatory

Name:

Designation:

Date:

Seal of Bidder:

**9.14 Annexure XIV: FORMAT OF PERFORMANCE BANK GUARANTEE**

(To be executed on a non-judicial stamp paper of requisite value)

**PERFORMANCE BANK GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter called SIDBI) having agreed to award a contract to M/s. ' \_\_\_\_\_ having its office at ' \_\_\_\_\_, (hereinafter called "the agency") for " \_\_\_\_\_ "

on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the agency and SIDBI (hereinafter called "the said Order") which terms, inter alia, stipulates for submission of Bank guarantee for 5% of the contract value i.e. ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfilment by the Service Provider of the terms and conditions of the said Order.

At the request of the agency, (Bank name & address) \_\_\_, having its principal/ registered office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) \_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_ in favor of Small Industries Development Bank of India (SIDBI)

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_ by reason of any breach by the agency of the terms and conditions contained in the said Agreement, the opinion of SIDBI regarding breach shall be final, conclusive and binding.

2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "engagement of agency **for Proposal for appointment of Concurrent Auditors of for LR1 region of the Bank** in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.

3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of the Service Provider under or by virtue of the said Order have

been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.

4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the agency in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.

5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said agency from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said agency and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_

6. The liability under this guarantee is restricted to ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited, and we shall be relieved of and discharged from all our liabilities hereunder.

7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the agency or any change in the constitution of the agency or of the Bank.

8. The executants have the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favor by the Bank authorizing them to execute this guarantee.

9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).

10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the

Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

11. We, (bank name, place) \_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.

12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_).

13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.

14. Kindly return the original of this guarantee to (bank name & address) upon the earlier of (a) its discharge by payment of claims aggregating to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfilment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)”

15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Lucknow

16. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI an amount not exceeding \_\_\_\_\_ by reason of any breach by the agency of the terms and conditions contained in the said Agreement, the opinion of SIDBI regarding breach shall be final, conclusive and binding.

17. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such a sum not exceeding the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for “engagement of agency for Request for Proposal (RfP) for Procurement, implementation, maintenance and support of Early warning Signal (EWS) System to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.

18. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of the Service Provider under or by virtue of the said Order have

been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.

19. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the agency in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.

20. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said agency from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said agency and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_

21. The liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited, and we shall be relieved of and discharged from all our liabilities hereunder.

22. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the agency or any change in the constitution of the agency or of the Bank.

23. The executants have the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favor by the Bank authorizing them to execute this guarantee.

24. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

25. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the

Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

26. We, (bank name, place) \_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.

27. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_).

28. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.

29. Kindly return the original of this guarantee to (bank name & address) upon the earlier of (a) its discharge by payment of claims aggregating to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfilment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)".

30. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Lucknow.

In witness whereof we ..... have set and subscribed our hand and seal this ..... day of .....2026.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS:

1) Name.....

Signature.....

Designation.....

2) Name.....

Signature.....

Designation.....

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