Annexure I

Letter No: HO/Audit/901/2023-24

Date: 22/12/2023

NOTICE

EMPANELMENT OF CHARTERED ACCOUNTANT FIRM AS CONCURRENT/CREDIT AUDITORS ON CONTRACT BASIS.

Chhattisgarh Rajya Gramin Bank is inviting applications from Chartered Accountant Firms for the post of concurrent/credit auditors on contract basis, details of which are as under:

- 1) Name of the Post- Concurrent/Credit Auditor
- 2) Nature of Post On contract.
- 3) Region- Dhamtari, Durg, Jagdalpur, Raipur, Rajnandgaon, Ambikapur, Baikunthpur, Bilaspur, Korba, Raigarh.

TERMS OF APPOINTMENT (Eligibility Norms):-

Those firms which satisfy the following are eligible to apply:

- a) The CA/CA firm must be registered & having Certificate of registration from ICAI/ICWAI
- b) The CA firm must have registered office in Chhattisgarh only.
- c) Grade 1, 2 and 3 firms as per RBI Grade as on the date of application. CA Firms with RBI grading 4 are not eligible to apply.
- d) CA Firms which have sufficient number of trained representatives of firm articled Clerk trained by ICAI on Concurrent Audit, Retired Officers of commercial Banks, qualified Chartered Accountants as Partner or Associate or as Staff, who will be available on all working days to attend to the Concurrent Audit.
- e) The firm which conduct Statutory Audit / IS Audit of the Bank shall not be considered for appointment as Concurrent Auditors (CCA) by the Bank during that year and the next year.
- f) Not Delisted/ depanelled by any Bank/ Financial Institution.

Other Requirements: -

- i) "Application for Empanelment of Chartered Accountant Firm for Concurrent/Credit Audit" should be mentioned on the envelope, carrying Bio-data.
- **ii)** Mere submission of application does not, in any way, constitute guarantee for allotment of the audit job of any nature from the bank. The allocation of branches to the auditors will purely be the prerogative of the Bank.
- **iii)** The periodicity of concurrent audit assignment (if any) will be for ONE YEAR with quarterly review of performance.
- iv) 'Incomplete Application' or 'Application without Requisite Enclosures' will not be entertained.
- **v)** The Concurrent/Credit Audit Firm will undertake that they will not sub contract/sub assign the audit assignment.

- vi) The Concurrent/Credit Audit Firm will not lobby directly or indirectly for consideration of any credit proposals of their friends / relatives / clients / non clients of the Bank.
- vii) Assignments of empanelled CA firms will be governed by "Code of Ethics for Chartered Accountants" circulated by ICAI in its website and the bank will initiate necessary action against such CA firms and its partners in case serious deficiencies observed are detrimental to bank's interest.
- viii) Only those applications which are received between the date of notice and the last date of receipt of applications will be considered.
- **ix)** The Concurrent/Credit Audit firm/individual will be liable to be removed at any time at the sole discretion of the bank without assigning any reason.
- **x)** The Concurrent/Credit Auditor should strictly adhere to the audit coverage as per the scope of Concurrent/Credit Audit as may be communicated /decided by the Bank from time to time.
- **xi)** No out of pocket expenses or traveling allowance / halting allowance would be paid to the Concurrent/Credit Audit firms/individuals for carrying out the audit assignment and/ or attending workshops / meetings etc.

REMUNERATION:

Remuneration will pay Rs.5000/- per Branch per month for Concurrent Audit and Rs.8000/- per Unit for Credit Audit.

PAYMENT TERMS:

- 1. The payment for the audit work carried out will be made on submission of invoices with required particulars on completion of each calendar month. No payment is to be made unless all the monthly/ periodical concurrent audit reports are submitted by the firm. Payment will also be subject to recovery if any Penalties, damages etc. from the firm.
- 2. TDS as applicable will be deducted from the bill amount while making payments and form-16 will be issued as per Law. In case of omission of any TDS by Bank, the same must be brought to the notice of the Bank and firm has to return the amount to Bank towards TDS.

SUBMISSION OF APPLICATION:

The duly filled in application form in a sealed cover super scribed as "Application for Empanelment of Chartered Accountant Firms for Concurrent/Credit Audit" should reach the Head Office on or before **10.01.2024 by 5.00 P.M.**

- i. The application and all correspondence and documents relating to this process must be written in English. The applicant must provide individual and factual replies
- ii. The Bank reserves the right to disqualify any or all applications either on the basis of their responses without assigning any reasons, whatsoever. Those applicants who satisfy the requirements and specifications as determined by the Bank as per the terms and conditions of this document shall be short-listed.

- iii. Those applicants who fulfill all the basic eligibility criteria will be evaluated based on location of firm, residential status of partners, experience, reputation, availability of sufficient trained personnel (ICAI Trained article clerks/ retired commercial bank officers) with the firm and such other factors as the Bank may deem fit for its requirements.
- iv. The final selection of the CA firms will be approved by a Selection Committee at HO.
- V. Bank also reserves the right to make query with the firm or any other agency, ask for additional information, particulars, and submission of one, some or more undertakings from any firm at any point of time. None of such act shall be deemed as an offer of engagement as Concurrent Auditor by the Bank to the firm unless and until Bank intimatesin writing to the firm regarding allocation of any branch / unit for concurrent audit.
- i) The application forms will have to be submitted in prescribed format to the Audit/HR department of Chhattisgarh Rajya Gramin Bank at the following address **on or before** Date **10.01.2024.**

Address : Chhattisgarh Rajya Gramin Bank Corporate Office, Plot No. 47, Sector 24, Atal Nagar, Nava Raipur (Chhattisgarh) E-mail ID – <u>audit.ho@cgbank.in, hr.ho@cgbank.in</u>

ii) The application form, term & conditions and other details may be obtained from web site of the Bank (<u>www.cgbank.in</u>) and also from the Audit department of the Corporate Office.

ACCEPTENCE OF OFFER:

- 1. The audit firm which is provisionally selected for empanelment will be communicated and the acceptance to Bank's offer is to be confirmed by the audit firm by way of return communication within 7 days of Bank's communicating provisional selection.
- 2. CA Firms applying for empanelment must submit along with application, the Copy of the following documents:
 - a) Partnership deed/Memorandum & Articles of Association, if applicable.
 - b) Registration certificate issued by the ICAI/ICWAI certifying the constitution of the Firm, their branches & date from which it is continuing as a Partnership Firm (latest).
 - c) Registration with RBI.
 - d) Registration with CA&G.
 - e) Identity Proof/s (copy of PAN Card) and
 - f) Address proof/s (copy of Aadhaar Card/Driving License/ Voter Card/ Passport).
 - g) Annual Income Tax Return of the Firm.

APPOINTMENT:

- 1. On receipt of the above documents, the Bank shall scrutinize the same and verify the correctness of application / annexure. Thereafter, the Bank shall communicate the appointment initially by way of appointment letter.
- 2. The present offer of appointment is purely provisional and subject to the applicant taking up the audit assignment within the stipulated date.

TERMINATION/CANCELLATION OF EMPANELMENT/APPOINTMENT:

- 1. If the selected firm has not sent other documents duly signed by them within the stipulated time, their application received will be rejected.
- 2. If any of the information/ documents furnished by the auditor is found to be incorrect, the Bank's offer will automatically stand cancelled without entertaining any further correspondence.
- 3. In case the application is rejected for reasons mentioned in 1 & 2 above, the Bank shall identify a new auditor for the branch, at its discretion and you shall not claim any right for audit of said or any other branch.
- 4. The appointment for Concurrent/Credit Audit is purely contractual and for a specific period of 12 months and the same may be renewed on a yearly basis subject to satisfactory performance/ eligibility of the particular branch for Concurrent Audit. The maximum period of contract shall be restricted to 3 years. However, the Bank reserves the right to terminate the contract at any point of time for whatsoever reasons as the Bank may deem fit.
- 5. After termination of the contract, the auditor / firm shall not use or keep any of the material information given by the Bank like CDs, etc. or make any representations to public or outsiders as continuing this agreement. The auditor / firm shall return all materials belonging to the Bank after termination of this agreement, unless otherwise instructed in writing by the Bank.

The Bank shall have the absolute discretion in allotting the branch, revising fee structure, stipulating terms and conditions of the appointment like experience in Concurrent Audit of our branches /other banks and termination of the services of the empaneled auditor after giving due notice at any point of time including during the Pendency of the contract

INDEMNITIES AND PENALTIES:

- 1. The auditor / firm shall indemnify the Bank against all actions, omissions, proceedings, claims, suits, damages and any other expenses for causes attributable to the auditor / firm including any loss suffered on account of any breach of the terms and conditions of the offer of the appointment.
- 2. If the performance is found wanting, then the services of the auditors shall be terminated/ blacklisted with due intimation at the discretion of the Bank and such Audit firms shall stand deempaneled. This is without prejudice to referring the issues to the professional body and also claim damages for such unsatisfactory service, whatsoever by the firm or any of its employees.
- 3. The Audit firm shall follow the time norms for completing the Audit and submitting the Audit report to the branch/Regional Office/Head Office. If there is any delay in submission of the report or the report is wanting in material aspect 10 % of the monthly Audit Fee will be deducted without any further reference to the auditor till the deficiency continues. The decision of the Head Office shall be final in this regard.

UNDERTAKING OF THE APPLICANT:

- 1. We have read the above terms and conditions for selection/appointment of concurrent auditor and agree to abide by the same. We also undertake to execute the undertaking letter in the prescribed format agreeing to abide by the specific terms and conditions of appointment before taking up the assignment in case the firm is selected for Concurrent Audit.
- 2. We hereby declare that all the partners of the firm are full time practicing Chartered Accountants.
- 3. We hereby declare that individually, no partner is engaged in practice otherwise or in any other activity which would be deemed to be in practice under Section 2(2) of the Chartered Accountants Act 1949.
- 4. We hereby declare that neither our Firm nor any of the partners have been disqualified/debarred/cautioned by ICAI during the last 5 years.
- 5. We hereby declare that the constitution of the firm as on the date shown in this profile/Resume is the same as that of in the Constitution Certificate issued by the ICAI and any changes in the constitution will be intimated to the Bank as and when takes place.
- 6. We undertake to submit the latest copy of the Registration Certificate issued by the ICAI duly attested (self-attestation is permissible), on receipt of offer letter from the Bank.
- 7. We hereby declare and confirm that the above particulars are true, complete and correct and no other material information has been withheld.
- 8. The above particulars/information/details are given on behalf of the applicant, by the undersigned who is authorized to do so.
- 9. We also undertake to abide by any other Terms & Conditions which the Bank may stipulate in compliance to RBI /NABARD/ Government guidelines or other internal guidelines of the Bank issued from time to time.
- 10. We undertake to follow the time norms for completing the Audit and submitting the Audit report to the Branch/RO/HO. If there is any delay in submission of the report or the report is wanting in material aspect, we are liable to forfeit 10 % of the monthly Audit Fee without any further reference to us till the deficiency continues. The decision of the HO shall be final in this regard.
- 11. In case of any dispute, the decision of the Bank is final and only the appropriate Courts in Raipur shall have the jurisdictional authority.

Place:	Signature:
Date:	Name of the Auditor
	Membership Number:
	Name of the firm:

Annexure II

To be furnished on Firm's Official Letter Head			
Application For Empanelment As Concurrent Auditor			
<u>In Chhattisgarh Rajya Gramin Bank</u>			
From, Name of the Firm:	To, The Chairman, Chhattisgarh Rajya Gramin Bank, Corporate Office, Nava Raipur		

Latest Photograph

We hereby apply for empanelment as Concurrent Auditor of your bank and furnish hereunder the requisite bio-data/information/documents.

	inder the requisite bio-data/information/docum			
Sr.	Particulars	Detail		
No.				
1	Name of the firm			
2	Constitution of the firm			
3	Address with PIN code			
4	Landline No./s (with STD code)			
5	Mobile No.			
6	E-mail ID.			
7	Date of Establishment			
8	PAN No. of the firm (copy to be attached)			
9	Registration No. with ICAI (copy to be			
	attached)			
10	Firm's RBI Category (copy to be attached)			
11	GST No. of the firm			
12	No. of Partners/Chartered Accountants,	S. N. Name of the Contact		
	Name of the Partners/Chartered	Partner/ No.		
	Accountants, Contact Numbers	C.A.		

13	Branches of CA firm with full address, if any	S. N.	Branch	Full Address
14	Experience in Bank Concurrent/ other Audit Experience in Govt./ Public sector Audit			
15	Whether the firm has ever been de- empanelled by the any bank for Concurrent Audit or for any other assignment. If yes, details of such events with reasons thereof.			
16	Whether the firm or any partner have been debarred by ICAI/RBI. If yes, details of such events.			
17	Any other relevant information, the firm tends to give.			

I/We undertake that the information given above is true to the best of my/our knowledge and belief.

Place:

Name:

Date:

Signature:

Note:

- i) The Bank reserves the right to accept or reject any application for empanelment of Concurrent Audit/Credit Audit without assigning any reason thereof.
- ii) The selection of audit firm will be made for empanelment of Concurrent Auditor/ Credit Auditor only. Allotment of Branches for Concurrent Audit/ Credit Audit will be made by the bank at its own discretion and the bank is not under obligation to provide audit work to every firm.
- iii) In case any Certificate/ Declaration is found tampered/ incorrect, the assignment would get terminated besides the Firm being liable for any action under ICAI/RBI/NABARD guidelines.

Date: Manager General

Name of the firm:

ANNEXURE III

(To be furnished on the letter head of the firm / Company on receipt of Offer)

From:

To The Chairman, Chhattisgarh Rajya Gramin Bank, Corporate Office: Nava Raipur

SUB: Appointment as Concurrent/ Credit Auditor - Letter of Acceptance of terms & conditions. REF: Your offer letter dated:

This bears reference to your above offer letter appointing us as Concurrent/ Credit Auditor for ______ for a period of one year.

- 1. We______ (Name and address) Chartered Accountant/s hereby accept the offer of appointment of Chhattisgarh Rajya Gramin Bank for the Concurrent Audit of ______ Branch on the terms and conditions already set out in the application.
- 2. We also hereby declare that no change in the constitution of our firm has taken place since our application to the empanelment in your Bank for Concurrent/ Credit Audit. We also undertake to inform the Bank in advance, wherever there is any change in the constitution of the firm.
- 3. We undertake that the Audit work assigned to us will be carried out by our own staff and no subcontract of the work will be given and we / the firm will make necessary alternate arrangements to ensure uninterrupted audit of the branch in case of any contingencies.
- 4. We declare that we / the spouse / dependent children wholly or mainly dependent parents, brothers, sisters or any of them, of any of the partners / proprietors of the firm or the firm / company in which they are partners / directors have not availed any loan from any of the branches of your Bank / indebted to your Bank.

S. No.	Bank/Branch	Details of Loan	Amount availed	Liability	Arrears/over dues if, any	Whether NPA

If availed, the details are as under:

- 5. We also confirm that we are not disqualified under any other grounds as given in Section 226 of the Companies Act 1956 for appointing me/us as Concurrent/ Credit Auditor/s.
- 6. We declare that we are not Partners / Directors in any other Audit Firm/s which are appointed for any other types of assignments in Chhattisgarh Rajya Gramin Bank.
- 7. We declare that a partner/qualified assistant will devote his time as stipulated in the appointment letter for this work.
- 8. We do hereby declare that to the best of our ability and skill, execute and perform the duties required of us as Concurrent/ Credit Auditor/s of the Bank.
- 9. We further declare that we will not communicate or allow to be communicated to any person any information relating to the affairs of Chhattisgarh Rajya Gramin Bank or the affairs of any person/s having dealing with the Bank nor will we allow any such person to inspect or have access to any books or documents belonging to or in the possession of the Bank relating to the business of the Bank or of the business of any person having any dealing with the Bank and maintain utmost confidentiality in all the matters which have come to our notice during the course of audit. If in the opinion of the Bank there is any breach of any of these covenants by us or any of the employees of our firm the bank is at liberty to initiate any action against the firm and firm is liable for any damages caused to the Bank or any of its claims.
- 10. I_______ the main Partner / Director of M/s ______ situated at______(complete address) hereby declare that neither I nor any of our partners/Directors / members of my/their families(family will include besides spouse, children, parents, brothers, sisters or any of them who are wholly or mainly dependent on the Chartered Accountants) or the firm/company in which I am/they are partners/directors have been declared as wilful defaulter by any bank/financial institution.
- 11. In case the above declaration or any part thereof is proved to be incorrect, the bank is free to advise the details thereof to RBI and Institute of Chartered Accountants of India for initiating necessary action against me / us.
- 12. We confirm that we are not associated with audit of any of the firms/companies etc., which are dealing with your _____ branch (offered to us now)
- 13. We also note that our failure to report serious irregularities to Regional Office/ Inspection Wing, HO will attract disqualification from being continued as a concurrent/ credit auditor or other assignments by the Bank.
- 14. We are agreeable to function as concurrent/ credit auditor of ______ branch on the remuneration offered by the Bank. The Bank is at liberty to modify the remuneration at any point without giving any reasons. The remuneration payable by the Bank is subject to applicable statutory deductions.
- 15. We are aware that the outsourcing of concurrent/ credit audit is subject to RBI/NABARD guidelines issued from time to time and we undertake to bound by such guideline or any other guidelines / instructions issued by Bank or to be issued by Bank to comply with the RBI/NABARD guidelines or any other guidelines of the Bank from time to time.

- 16. We also undertake to preserve the documents / data obtained in the course of concurrent audit in accordance with legal / regulatory obligations of RBI /NABARD/ the Bank.
- 17. The Bank is also at liberty to verify / inspect such records by the internal / external auditor of the Bank / RBI / other persons authorized by the Bank and we shall have no objection in giving access to all such books / records and information relevant to the audit.
- 18. We agree and undertake that the services rendered by us / firm is liable for periodical review by the Bank and in case in the opinion of the Bank our services are not satisfactory, the Bank is at liberty to alter/modify/vary/change any of the terms and conditions of the appointment after giving due intimation to the firm or summarily terminate the services of the firm if in the opinion of the bank the firm or any of its employees has violated any of the terms of appointment.
- 19. In case of any dispute the decision of the Bank is final and only the appropriate court in Raipur shall have the authority in jurisdictional matter.

Place:

Date:

(Signature of the Authorized Signatory with seal)