



**Sydney Branch**

## **REQUEST OF PROPOSAL**

**Appointment of Assurance Provider for tri-partite review under CPS 234 guidelines.**

**Ref: BOBAU/IT/2023-24/02 dated 23-Jan-2024**

**Office: 701-702, Level 7, 265, Castlereagh Street, Sydney NSW 2000.**

**Phone No: + 61 2 9087 7400, 7405(D)**

**Email: [ce.australia@bankofbaroda.com](mailto:ce.australia@bankofbaroda.com)**

**Web: [www.bankofbaroda.com.au](http://www.bankofbaroda.com.au)**

### Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: AJIT KUMAR Designation: SENIOR MANAGER Email ID : <a href="mailto:it.australia@bankofbaroda.co.in">it.australia@bankofbaroda.co.in</a> Contact Address: Same as above Contact Number: +61403944874
2	Bid Document Availability including changes / amendments, if any to be issued	RFP may be downloaded from <a href="https://www.bankofbaroda.com.au/tenders">https://www.bankofbaroda.com.au/tenders</a> from <b>23.01.2024.</b>
3	Last date for requesting clarification	Up to <b>1700 hrs</b> on <b>13.02.2024.</b> All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting	From <b>1600 hrs</b> to <b>1700 hrs</b> on <b>02.02.2024</b> through online MS Teams meeting.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	<b>By 17: 00 hrs on 04.02.2024</b> <b>Mode: Offline/E-mail</b>
6	Last date and time for Bid submission	<b>Up to 11: 00 hrs on 13.02.2024</b> <b>Mode: Offline/E-mail</b>
7	Address for submission of Bids	Chief Executive Bank of Baroda Sydney Branch Office: 701-702, Level 7, 265-Castlereagh Street, Sydney NSW 2000
8	Date and Time of opening of Technical Bids	<b>1400 hrs</b> on <b>14.02.2024</b> Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Price Bids	Price bid of technically qualified bidders only will be opened on a 14.02.2024
10	Tender Fee	NIL

Sl No	Particulars	Remarks		
11	Earnest Money Deposit	Nil		
12	Bank Guarantee	Nil		
13	All letters must be addressed to the	Chief Executive Bank of Baroda Sydney Branch		
14	Contact Details: -			
	Sr.No.	Name	Contact Number	E-mail IDs
	1	Shitesh Kumar	+61-413488536	<a href="mailto:Ce.australia@bankofbaroda.co.in">Ce.australia@bankofbaroda.co.in</a>
	2	Dhananjay Kumar	+61-421522925	<a href="mailto:Vp.australia@bankofbaroda.co.in">Vp.australia@bankofbaroda.co.in</a>
	3	Ajit Kumar	+61-403944874	<a href="mailto:It.australia@bankofbaroda.co.in">It.australia@bankofbaroda.co.in</a>

**Part-I**

<b>S.N.</b>	<b>INDEX</b>
1	INVITATION TO BID
2	DISCLAIMER
3	DEFINITIONS
4	SCOPE OF WORK
5	ELIGIBILITY AND TECHNICAL CRITERIA
6	COST OF BID DOCUMENT
7	CLARIFICATIONS AND AMENDMENTS ON RFP/PRE-BID MEETING
8	CONTENTS OF BID DOCUMENTS
9	BID PREPARATION AND SUBMISSION
10	DEADLINE FOR SUBMISSION OF BIDS
11	MODIFICATION AND WITHDRAWAL OF BIDS
12	PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA)
13	BID INTEGRITY
14	BIDDING PROCESS/ OPENING OF TECHNICAL BIDS
15	TECHNICAL EVALUATION
16	EVALUATION OF PRICE BIDS AND FINALIZATION
17	CONTACTING THE BANK
18	CONTRACT AMENDMENT
19	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
20	SUBCONTRACTING
21	DELAY IN SERVICE PROVIDER'S PERFORMANCE
22	SERVICE PROVIDER'S OBLIGATIONS
23	CONFLICT OF INTEREST
24	CODE OF INTEGRITY AND DEBARMENT/BANNING
25	TERMINATION FOR DEFAULT
26	FORCE MAJEURE
27	TERMINATION FOR INSOLVENCY
28	TERMINATION FOR CONVENIENCE
29	DISPUTES AND ARBITRATION
30	GOVERNING LANGUAGES
31	APPLICABLE LAW
32	NOTICES

**Part-II**

<b>Appendix</b>	<b>Index</b>
A	BID FORM
B	BIDDER'S ELIGIBILITY CRITERIA
C	TECHNICAL & FUNCTIONAL SPECIFICATIONS
D	BIDDER DETAILS
E	SCOPE OF WORK AND PAYMENT SCHEDULE, PENALTIES AND OTHER TERMS
F	PRICE BID
G	PRE BID QUERY FORMAT

## 1. INVITATION TO BID:

- i. **Bank of Baroda** having its Corporate Centre at BCC Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of Bank of Baroda, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank. This Request for Proposal (RFP) has been issued by **the Bank of Baroda Australia Branch** for Appointment of Assurance Provider for tri-partite review under CPS 234 guidelines.
- ii. In order to meet the regulatory requirements, the Bank proposes to invite online Bids from eligible Bidders to provide tri-partite review report as per the CPS 234 guidelines. details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Product and Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. **Consortium bidding is not permitted under this RFP.**
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of Bank of Baroda Sydney Branch behind this RFP is to select a suitable bidder who can provide assurance report as mentioned in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide Bank of Baroda Sydney Branch the proposed Services adhering to Bank's requirements outlined in this RFP.

## **2. DISCLAIMER:**

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of Bank of Baroda Sydney Branch, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by Bank of Baroda Sydney Branch, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

### 3. DEFINITIONS:

In this connection, the following terms shall be interpreted as indicated below:

- i. **“The Bank”** ‘means the Bank of Baroda Sydney Branch(including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **“The Equipment/Product”** means all the hardware, it’s all components, associated software/firmware/operating software which the Vendor is required to supply to the Bank under the Contract.
- viii. **“Services”** means all services ancillary to the supply of the Product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of Service Provider covered under the Contract.



#### **4. SCOPE OF WORK:**

As given in **Appendix-E** of this document.

#### **5. ELIGIBILITY AND TECHNICAL CRITERIA:**

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

#### **6. COST OF BID DOCUMENT:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

#### **7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:**

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-G** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iii. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. 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. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, 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. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. 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 addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- iv. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- v. Queries received after the scheduled date and time will not be responded/acted upon.

#### **8. CONTENTS OF BID DOCUMENT:**

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

## **9. BID PREPARATION AND SUBMISSION:**

The Bid is to be submitted **separately for technical and Price** on Territory office situated at Office: 701-702, Level 7, 265, Castlereagh Street, Sydney NSW 2000f or **Appointment of Assurance Provider for tri-partite review under CPS 234 guidelines** in response to the **RFP No. \_\_\_\_\_ dated \_\_\_\_\_**.

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- (c) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- (d) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.

### **ii. Bidders may please note:**

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection there to, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.
- (f) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (h) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (i) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (j) All the enclosures (Bid submission) shall be serially numbered.
- (k) The Bank reserves the right to reject Bids not conforming to above.

#### **10. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be submitted to territory office of Bank of Baroda thorough post or impersonal by the date and time mentioned in the “Schedule of Events”.
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

#### **11. MODIFICATION AND WITHDRAWAL OF BIDS:**

- i. The Bidder may modify or withdraw its Bid after the Bid’s submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP.

#### **12. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):**

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. In exceptional circumstances, the Bank may solicit the Bidders’ consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

### **13. BID INTEGRITY:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders 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.

### **14. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished; the documents have been properly signed. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP into, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the way out to conduct independent review under CPS 234 guidelines.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **15. TECHNICAL EVALUATION:**

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Product and Services, reference calls and site visits, wherever required. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Product to support all the required functionalities at their cost in their lab or those at other organizations where similar Product is in use.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

## **16. EVALUATION OF PRICE BIDS AND FINALIZATION:**

- i. The price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the price Bid(s) opening activity conducted by Bank's
- iii. The Bidder will be selected as L1 based on net total of the price evaluation as quoted in the price Bid(s)

## **17. CONTACTING THE BANK:**

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

## **18. CONTRACT AMENDMENT:**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

## **19. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as

specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

## **20. SUBCONTRACTING:**

As per scope of this RFP, sub-contracting is not permitted.

## **21. DELAY IN SERVICE PROVIDER'S PERFORMANCE:**

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

## **22. SERVICE PROVIDER'S OBLIGATIONS:**

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work in co-ordination with the Bank's staff and abide by directives issued by the Bank from time to time and complete implementation activities within timelines.
- iii. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.

claim; and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

- iv. Service Provider shall have no obligations with respect to any infringement claims

to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

### **23. CONFLICT OF INTEREST:**

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee) if any, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

### **24. CODE OF INTEGRITY AND DEBARMENT/BANNING:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:



- (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non- competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

**v. Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

**25. TERMINATION FOR DEFAULT:**

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
  - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
  - (b) If Service Provider fails to perform any other obligation(s) under the

RFP/Agreement;

- (c) Violations of any terms and conditions stipulated in the RFP;
- (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 46 (i) (a) to 46 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Product and / or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Service Provider or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Service Provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank

Guarantee.

## **26. FORCE MAJEURE:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

## **27. TERMINATION FOR INSOLVENCY:**

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

## **28. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be

invoked by the Bank before completion of half of the total Contract period (including the notice period).

- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

**29. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party, give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Any appeal will be subject to the exclusive jurisdiction of NSW.
- ii. Service Provider shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Sydney, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

**30. GOVERNING LANGUAGE:**

The governing language shall be English.

**31. APPLICABLE LAW:**

The Contract shall be interpreted in accordance with the laws of the Australia and shall be subjected to the exclusive jurisdiction of courts at NSW.

**32. NOTICES:**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

## **Part-II**

### **Appendix –A**

#### **BID FORM (TECHNICAL BID)**

[On Company's letter head]

(To be included in Technical Bid and signed on all pages)

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

To:

The Chief Executive  
Bank of Baroda  
Sydney Branch  
Australia

Dear Sir,

**Ref: BOBAU/IT/2023-24/02 dated 23-Jan-2024**

**Dated 23-01-2024**

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide service to conduct independent reviews under CPS -234 guidelines as per the desired Products detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The Prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the Products/Services mentioned in this RFP in our price Bid.

- The rate quoted in the Price Bids are as per the RFP and subsequent pre- Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Australia.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. The commercial bidding process will be through the reverse auction process to be conducted by the Bank.

- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xii. We hereby certify that our name does not appear in any "Caution" list of Australia or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xvi. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 20..

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Seal of the company.**

**Bidder's Eligibility Criteria**

Bidders meeting the criteria as per **Appendix-C** are eligible to submit their Bids. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Compliance (Yes/No)</b> |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>1</b>      | The Bidder should be a licensed Consultancy firm and shall have all the approvals in place as required in Australia                                                                                                                                                                                                                                                                                                                                                       |                            |
| <b>2</b>      | The Bidder Firm should have sound reputation and there should be no adverse remark against the firm with the Regulators/ Statutory Authorities in India and Australia/ Various Law Enforcing Agencies in India and Australia.                                                                                                                                                                                                                                             |                            |
| <b>3</b>      | The firm should have in depth knowledge of the Statutory and Regulatory guidelines of the APRA and Reserve bank of India.                                                                                                                                                                                                                                                                                                                                                 |                            |
| <b>4</b>      | The firm should have enough Qualified partners/ staffs, Qualified Assistants, and support staff to ensure that the allotted task is conducted smoothly and within the timelines stipulated by the Bank. Any One of the partner should have Chartered Accountants of Australia.                                                                                                                                                                                            |                            |
| <b>5</b>      | The Bidder should have carried out such external reviews of Banks operating in the Australia.                                                                                                                                                                                                                                                                                                                                                                             |                            |
| <b>6</b>      | The Bidder firm should not have been black listed/ debarred by any Government Financial Institutions/ Banks/ APRA/RBI/ ICAI/ IBA/ Government/ Semi Government Departments/ PSUs in India/Australia                                                                                                                                                                                                                                                                        |                            |
| <b>7</b>      | The Bidder should not be owned or controlled by any Director or Employee of Bank of Baroda, both present and those who have retired in the last two years, or by any of their relatives. Further, the Bidder shall not engage any of the foregoing persons as partners, employees or contractors for any work whether connected with the "Assignment/ Job/ Engagement" nor shall they benefit directly or indirectly from the "Assignment/ Job/ Engagement" in any manner |                            |
| <b>8</b>      | The audit firm engaged should have appropriate skills, capabilities, and experience in conducting ASAE 3150 Assurance engagements and appropriate independence to conduct the CPS234 assessment.                                                                                                                                                                                                                                                                          |                            |
| <b>9</b>      | Qualified Audit Firm as per APRA's communication                                                                                                                                                                                                                                                                                                                                                                                                                          |                            |
| <b>10</b>     | The assessment should be conducted in accordance with assurance standard ASAE 3150 Assurance Engagements on Controls issued by the Australian Auditing and Assurance Standards Board.                                                                                                                                                                                                                                                                                     |                            |
| <b>11</b>     | The assurance report format should be a "long-form" report as described in paragraph 17(cc) of ASAE 3150. It must include all the elements required by ASAE 3150 (refer Paragraphs 88 – 95).                                                                                                                                                                                                                                                                              |                            |



|    |                                                                                                                                                                                                                                                                          |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 12 | The audit firm engaged should have appropriate skills, capabilities, and experience in conducting ASAE 3150 Assurance engagements and appropriate independence to conduct the CPS234 assessment.                                                                         |  |
| 13 | Entities should review any existing service arrangement(s) they have with the audit firm (e.g. internal audit, financial audit, other professional services) to determine if those arrangement(s) could compromise the provision of an objective and independent opinion |  |

**Name & Signature of authorised signatory**

**Seal of Company**

**Technical Specifications**

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in yes or no only, any compliance with qualified statement shall be treated as non-compliance.

| <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Support documents to be submitted</b>                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Bidder should be a licensed Consultancy firm and shall have all the approvals in place as required in Australia                                                                                                                                                                                                                                                                                                                                                       | a) Certificate of Registration issued by appropriate authority in Australia.<br><br>b) Copy of Trade license. Clearly mentioning the consultancy services |
| The Bidder Firm should have sound reputation and there should be no adverse remark against the firm with the Regulators/ Statutory Authorities in India and Australia/ Various Law Enforcing Agencies in India and Australia.                                                                                                                                                                                                                                             | A Suitable undertaking/ declaration should be submitted by the audit firm to this effect.                                                                 |
| The firm should have in depth knowledge of the Statutory and Regulatory guidelines of the APRA and Reserve bank of India.                                                                                                                                                                                                                                                                                                                                                 | Profile of the firm/Partners (elaborating credentials, experience, name of Banks/other financial institutions for which consultancy services are offered. |
| The firm should have enough Qualified partners/ staffs, Qualified Assistants, and support staff to ensure that the allotted task is conducted smoothly and within the timelines stipulated by the Bank. Any One of the partners should have Chartered Accountants of Australia.                                                                                                                                                                                           | Profile of the firm/Partners (elaborating credentials, experience, name of Banks/other financial institutions for which consultancy services are offered. |
| The Bidder should have carried out such external reviews of Banks operating in Australia.                                                                                                                                                                                                                                                                                                                                                                                 | Letter of engagement/ suitable references be submitted.                                                                                                   |
| The Bidder firm should not have been blacklisted/ debarred by any Government Financial Institutions/ Banks/ APRA /RBI/ ICAI/ IBA/ Government/ Semi Government Departments/ PSUs in India/Australia                                                                                                                                                                                                                                                                        | A self-declaration on the Bidder's letter head                                                                                                            |
| The Bidder should not be owned or controlled by any Director or Employee of Bank of Baroda, both present and those who have retired in the last two years, or by any of their relatives. Further, the Bidder shall not engage any of the foregoing persons as partners, employees or contractors for any work whether connected with the "Assignment/ Job/ Engagement" nor shall they benefit directly or indirectly from the "Assignment/ Job/ Engagement" in any manner | A self-declaration on the Bidder's letter head with location.                                                                                             |
| The audit firm engaged should have appropriate skills, capabilities, and experience in conducting ASAE 3150 Assurance engagements and appropriate independence to conduct the CPS234 assessment.                                                                                                                                                                                                                                                                          | A self-declaration on the Bidder's letter head with location.                                                                                             |
| Qualified Audit Firm as per APRA's communication                                                                                                                                                                                                                                                                                                                                                                                                                          | A self-declaration on the Bidder's letter head with location.                                                                                             |

**Note**

- (1) All the support documents need to be submitted duly indexed / numbered sequentially in the above order with respective eligibility criteria.
- (2) The quotations should clearly indicate all-inclusive fee for the external reviews. No additional fees will be payable for submission of any report/ information/ certificates regarding the work.
- (3) Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted

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

**Appendix-D**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6      | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |

**Name & Signature of authorised signatory**

**Seal of Company**

|                                                                   |
|-------------------------------------------------------------------|
| <b>Scope of Work, Payment Schedule, Penalties and other terms</b> |
|-------------------------------------------------------------------|

| Sl No | Particulars             | Requirements/ Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Description of Services | <p>As per APRA's Scope of engagement document enclosed with this RFP</p> <p><b><u>SCOPE OF TRIPARTITE REVIEW</u></b></p> <p>The assessment should be a limited assurance engagement that covers:</p> <ul style="list-style-type: none"> <li>• A fair presentation of description of the system,</li> <li>• suitability of design of controls to achieve identified control objectives, and</li> <li>• operating effectiveness of controls as designed throughout the period of 12 months immediately prior to the start of the assessment</li> <li>• Appointed Auditors will provide independent view of level of compliance against APRA's Information Security Requirements</li> <li>• Identify areas warranting closer attention by entity and supervisors</li> <li>• Provide recommended actions for improvement</li> <li>• Audit should be carried out against the requirement document provided</li> <li>• Independent assurance practitioner to assess design and operating effectiveness of its controls against predefined control objectives based on the requirements of CPS 234</li> <li>• Limited Assurance engagement</li> <li>• Operating effectiveness of controls as designed throughout the period of 12 months immediately prior to the start of the assessment</li> </ul> <p><b>AUDIT IS CARRIED OUT UNDER AND FOR</b></p> <ul style="list-style-type: none"> <li>• Prudential Standard APS 310 Audit and Related Matters – Due for 2022-23 in around May 2023.</li> <li>• Appointed Auditors will provide independent view of level of compliance against APRA's Information Security Requirements</li> <li>• Identify areas warranting closer attention by entity and supervisors</li> <li>• Provide recommended actions for improvement</li> <li>• Audit should be carried out against the requirement document provided</li> <li>• Independent assurance practitioner to assess design and operating effectiveness of its controls against predefined control objectives based on the requirements of CPS 234</li> <li>• Limited Assurance engagement</li> <li>• Operating effectiveness of controls as designed throughout the period of 12 months immediately prior to the start of the assessment</li> </ul> <p><b>Assessment should be carried out:-</b></p> <ul style="list-style-type: none"> <li>• Should be conducted in accordance assurance standard ASAE</li> </ul> |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>3150 Assurance Engagements on Controls issued by the Australian Auditing and Assurance Standard Board</p> <ul style="list-style-type: none"> <li>• Assurance Practitioner can subject to their professional judgement and requirements of relevant AUASB standards, place reliance of review work undertaken by Internal Audit, or any other independent reviewer as relevant.</li> <li>• These reviews include signoffs under CPS 220, APS 310, GPS 310, LPS 310, SPS 310 and HPS 310 as it be applicable.</li> <li>• Assurance report should be a “Long form” report described under paragraph 17(cc) of ASAE 3150. It must include all the elements required by ASAE 3150 (refer Paragraphs 88-95).</li> <li>• The report must contain executive summary with overall assurance practitioner’s conclusion.</li> <li>• Key strengths and good practices observed</li> <li>• Excepts and Weaknesses observed with relevant risk ratings (based on entity’s risk management policies)</li> <li>• Recommendations to rectify identified exceptions and weaknesses.</li> <li>• Management response, agreed actions and due dates</li> <li>• Refer Attachment-2 CPS 234 Findings</li> <li>• Should be completed in the excel report and submitted to APRA in Editable format</li> </ul> <p><b>Special conditions</b></p> <ul style="list-style-type: none"> <li>• Audit firm must not publish or disclose any Material created as part of the Services; or</li> <li>• Make public statements or announcement about the services without prior written approval from the regulated entity and APRA</li> </ul> <p><b>Selection of the Firm</b></p> <ul style="list-style-type: none"> <li>• Audit firm should have appropriate skills, capabilities and experience in conducting ASAE 3150 Assurance Engagements and appropriate independence to conduct CPS-234 assessment.</li> <li>• Entities should review any existing service arrangements they have with the audit firm (e.g., Internal Audit, Financial Audit, other professional services) to determine if those arrangements could compromise the provision of an objective and independent opinion.</li> <li>• APRA is to be notified if the auditor selection and reserves the right of VETO</li> </ul> |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Note

All Bidders are requested to go through the guidelines issued by the APRA on Tripartite independent Cyber Security assurance engagement based on APRA’s Information Security Prudential Standard CPS 234, which is included in the RFP document for your ready reference.



Attachment 2 - CPS  
234 Findings.xlsx



Scope of  
Engagement.pdf



Attachment 1 -  
CPS234 Assessment

**Appendix-F**

**Price Bid**

The Price Bid needs to contain the information listed hereunder and needs to be submitted to Bank of Baroda Australia Branch.

**Name of the Bidder:**

**Location (X)** \_\_\_\_\_

| <b>Sr. No.</b> | <b>Particular</b> | <b>Total Cost in Rs.</b> |
|----------------|-------------------|--------------------------|
| <b>1.</b>      |                   |                          |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-G**

**Pre-Bid Query Format**  
**(To be provide strictly in Excel format)**

| <b>Vendor<br/>Name</b> | <b>Sl.<br/>No</b> | <b>RFP<br/>Page No</b> | <b>RFP<br/>Clause<br/>No.</b> | <b>Existing<br/>Clause</b> | <b>Query/Suggestions</b> |
|------------------------|-------------------|------------------------|-------------------------------|----------------------------|--------------------------|
|                        |                   |                        |                               |                            |                          |
|                        |                   |                        |                               |                            |                          |
|                        |                   |                        |                               |                            |                          |
|                        |                   |                        |                               |                            |                          |