



Request for Proposals For

**Appointment of Chartered Accountancy firm to act as
the Statutory / External Auditors' of Sindh Bank
Limited**

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DEFINITIONS

“Calendar Days” means days including all holidays;

“Conflict of Interest” means -

- (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to Sindh Bank Limited (SNDB) to obtain an undue benefit for himself or those affiliated with him;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) any engagement in consulting or other procurement activities of a consultant or service provider that conflicts with his role or relationship with the SNDB under the contract;
- (iv) where an official of SNDB engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

“Consulting Services” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and program implementation;

“Contract” means an agreement enforceable by law to provide consultancy services and includes General and Special Conditions & Specifications;

“Chartered Accountant”

As defined in Chartered Accountants Ordinance, 1961 (x of 1961) means a person who is a member of the Institute

“GOS” means the Government of Sindh, Finance Department;

“Institute” means the Institute of Chartered Accountants of Pakistan constituted under the Chartered Accountants ordinance 1961 (X of 1961);

“SNDB” means Sindh Bank Limited;

“Services” means any object of procurement other than goods or works, and includes consultancy services;

1- REQUEST FOR PROPOSALS

1.1 Introduction

Sindh Bank Limited (“SNDB”) was incorporated in Pakistan on October 29, 2010 as a public limited company and was granted banking license by State Bank of Pakistan on December 02, 2010 and commenced full scale business in April 2011. The Government of Sindh, through its Finance Department owns 99.9% ordinary shares of SNDB.

As per the requirement of Public Sector Companies (Corporate Governance) rules, 2013 every Public Sector Company in the financial sector shall change its external auditor every five years. SNDB’s retiring auditors’ “Grant Thornton Anjum Rahman, Chartered Accountants” have completed their five years period as of 31st December 2016.

Technical and Financial Proposals (‘Proposals’) are invited from the Interested Parties IP(s) comprising of reputed Chartered Accountancy (CA) firms engaged in rendering / performing services of statutory / external audits for appointment as SNDB’s Statutory/External Auditors’ for the year ended December 31, 2017, who are:

1. Compliant with the International Federation of Accountants (IFAC) Guidelines on Code of Ethics, as applicable in Pakistan.
2. Registered with the Institute of Chartered Accountants of Pakistan and have satisfactory QCR rating.
3. Included in the panel of auditors maintained by the State Bank of Pakistan (SBP) under Category A, for the purposes of audit of banking companies.

IPs proposals for appointment as the statutory/external auditors’ should possess and demonstrate experience and capabilities to successfully undertake Statutory Audits and other related services which include annual statutory audit, reviews and other certifications as per the regulatory requirements issued by SBP, Securities and Exchange Commission of Pakistan (SECP) and other regulators (“Assignment”).

Terms of Reference for the services to be procured /performed are given in Section 4 of this document.

Statutory/External Auditors’ for the Assignment will be selected under the procedure described in this Request for Proposal’s Document (RFP), in accordance with The Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010 issued thereunder (“SPPRA”) which can be found at www.pprasindh.gov.pk. For the purposes of this document, any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010.

1.2 Evaluation of Proposals

Evaluation of proposals shall be based on **Quality and Cost Based Selection method** and the proposals received shall be ranked according to their combined technical and financial score as detailed below.

Quality being the primary criteria for selection, only IPs attaining at least 70 marks (out of a 100) on their Technical Evaluation will be eligible for evaluation of their respective financial proposals.

Weightage of 60% will be applied to the final Marks obtained as a result of evaluation of Technical proposals and 40% weightage will be applied to the final Marks obtained as a result of evaluation of financial proposals. IPs obtaining the highest combined marks will be declared as successful.

The marks obtained by the IPs in respect of their financial proposals, will be calculated with reference to the marks obtained by the lowest financial proposal e.g if only 3 financial bids of PKR 2 million, PKR 3 million and PKR 4 million are received, marks (out of 100) assigned to the lowest bid of PKR 2 million will be 100, the second lowest bid of PKR 3 million will be assigned 66.67 (i.e. $2m/3m \times 100$) and the highest bid of PKR 4 million will be assigned 50 marks (i.e. $2m/4m \times 100$).

Technical Proposal (section 6) and **Financial Proposal** (section 7) shall be submitted in two separate sealed envelopes marked as “**Technical Proposal**” and “**Financial Proposal**” within the time period specified in Section 3.5.

1.3 Discussions Prior to Evaluation

If required, prior to evaluation of the Technical and Financial Proposals, SNDB may, within 7 days of opening of the Technical and Financial Proposals, call upon any of the Interested Parties to discuss or to ask for clarification about any information contained in the Proposal submitted by them.

1.4 Extent of Contract Negotiation

SNDB, the procuring agency, may negotiate with the Interested Parties regarding the payment schedule and other related matters and any suggestions made by them to improve the Terms of Reference. In case of failure of negotiations, SNDB may invite the second ranked (CA) firm as per its evaluation.

Regards,

Saeed Jamal Tariq
Chief Financial Officer
Sindh Bank Ltd

2- LETTER OF INVITATION

Advertisements for Request for Proposals (RFPs) were published in the newspapers and on Sindh Public Procurement Regulatory Authority's ("Authority") website in accordance with Rules 17 and 18 of Sindh Public Procurement Rules 2010 as amended up to date, on 19th January 2017.

Technical and Financial Proposals ('Proposals') are invited from the Interested Parties (IPs) comprising of Chartered Accountancy (CA) firms engaged in rendering professional services of acting as statutory external / auditors' and who meet the following criteria:

1. The (CA) firms should be compliant with the International Federation of Accountants (IFAC) Guidelines on Code of Ethics, as applicable in Pakistan.
2. The firm should be registered with ICAP and have satisfactory QCR rating.
3. Then (CA) firm should fall under category "A" of the panel of auditors maintained by the State Bank of Pakistan (SBP) for the purposes of audit of banking companies.

Interested Parties ('IPs') in accordance with the requirements of this document are requested to send their proposals on the following address:

Address

SINDH BANK LTD, Head Office
Basement-2 Floor, Federation House,
Abdullah Shah Ghazi Road, Clifton
Karachi 75600
UAN 92-21-111333225

3- INSTRUCTION TO INTERESTED PARTIES

3.1- Cost of Proposals

The IPs shall bear all the costs associated with the preparation and submission of the proposals and SNDB shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

3.2 - Language of Proposals

The proposals prepared by the IPs as well as all correspondence and documents exchanged by the IPs and SNDB should be written in the English language.

3.3 - Proposal Currencies

For the purpose of comparison of proposals, the fee/costs are to be quoted in local currency i.e. Pakistan Rupees.

3.4 - Proposal Validity

Proposals shall remain valid for a period of ninety days (90 days) from the date of submission of the proposal.

3.5- Response Time

Interested Parties are required to submit their Proposals within fifteen (15) calendar days from the date the Advertisement for 'Request for Proposals' appears in the newspaper(s). Proposals must be received by/delivered to SNDB at the address given in Section 2 above.

3.5.1-Submission and Opening of Proposal

- Submission of Proposals 03/02/2017 by 3:30 PM
- Opening of Technical Proposal 03/02/2017 by 4:30 PM

3.6 - Extension of Time Period for Submission of Proposals

SNDB may extend the deadline for submission of proposals only, if one or all of the following conditions exist;

- Fewer than three proposals have been submitted and SNDB's Procurement Committee is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the SNDB may decide solely at its discretion to extend the deadline for submission of proposals and the proposals submitted shall be returned to the IPs un-opened;
- If SNDB is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended.

3.7 - Clarification of Proposal Documents

An Interested Party, who has obtained proposal documents, may request for clarification of contents of the Request for Proposals document in writing and SNDB shall respond to such queries in writing within three calendar days, provided they are

received at least Five (5) calendar days prior to the date of opening of proposal.

It should be noted that any clarification to any query by an Interested Party shall also be communicated to all other parties, who have obtained the proposal documents.

3.8 - Late Proposals

Any proposal received by SNDB after the deadline for submission of proposals prescribed by SNDB pursuant to Section 3.5 above will be rejected and returned unopened to the concerned party. The rejection of proposals received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt.

3.9 - Withdrawal of Proposals

Any party may withdraw its Technical and Financial Proposals after it has submitted a written Withdrawal Notice, duly signed by its authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SNDB prior to the opening of proposals.

No proposal shall be withdrawn in the interval between the opening of Proposals and the expiration of the period of Proposal validity specified in this section.

3.10 - Cancellation of Proposal Process

- a. SNDB may cancel the proposal process at any time prior to the acceptance of a bid or proposal;
- b. SNDB shall incur no liability towards the Interested Parties, solely by virtue of its invoking powers in Para a above;
- c. Intimation of the cancellation of the proposal process shall be given promptly to all the parties;
- d. SNDB shall, upon request by any of the Interested Parties, communicate to such party, grounds for the cancellation of proposal process, but is not required to justify such grounds;

3.11 – Bid Security

SNDB shall require the Interested Parties to furnish Bid Security equal to 2.5% of the Financial Proposal. Bid Security shall be in the form of a pay order or demand draft or in the form of an Irrevocable Bank Guarantee issued by a commercial bank acceptable to SNDB, which shall remain valid for a period of 28 days beyond the validity period for bids.

Bid Security shall be attached with the Financial Proposal. Bidders are also required to submit affidavit that the Bid Security has been attached with the Financial Proposal.

Any Bid not accompanied by Bid Security in acceptable form shall be rejected by SNDB as non-responsive.

Bid security shall be released to the unsuccessful parties once the contract is signed with the successful party or the validity period has expired.

The bid security shall be forfeited:

- If an Interest Party withdraws its bid during the period of its validity specified on the Bid Form (Annexure B); or
- In the case of successful Chartered Accountancy firm, provided the party/parties fail to sign the contract accordingly or furnish performance security.

3.12 – Performance Security

Within 7 days of receipt of the notification of award from SNDB, the successful Chartered Accountancy firm shall furnish to SNDB Performance Security at the rate of 2.5% of the financial proposal which shall be valid for at least ninety (90) days beyond the date of completion of contract. Performance Security shall be in the form of a pay order or demand draft or an irrevocable bank guarantee issued by a commercial bank, acceptable to SNDB.

Failure of the successful Bidder to comply with the requirement of signing of contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SNDB may make the award to the next lowest evaluated Chartered Accountancy firm or call for new bids.

Performance Security form given in Annexure “D” of this document, shall not be completed by the Interested Parties at the time of bid submission as only the successful Chartered Accountancy firm will be required to provide Performance Security.

Performance Security will be discharged by SNDB and returned to the selected Chartered Accountancy firm not later than thirty (30) days following the date of successful completion of the firm’s performance obligation under the Contract.

4-TERMS OF REFERENCE

Sindh Bank Limited (“SNDB”) intends to appoint Statutory/External Auditors’ (“Auditors”) of the bank for financial year 2017.

The Auditors’ will be responsible for conducting the statutory audit and review assignments of bank’s financial information and issue certifications as per the regulatory requirements specified by the State Bank of Pakistan (“SBP”), the Securities and Exchange Commission of Pakistan (SECP) and other regulator(s), if any.

After SBP’s approval the bank is heading towards due diligence in respect of proposed merger of Summit Bank Limited with Sindh Bank Limited.

The firm of Statutory/External Auditors’ should possess and demonstrate its/their capabilities to successfully undertake the above.

A. Objectives and Scope of the Assignment

The main objectives of the assignment are to conduct statutory audit and review of SNDB’s financial information in accordance with Auditing Standards as applicable in Pakistan with the objective of expressing an opinion whether the standalone and consolidated financial statements conform with approved accounting standards as applicable in Pakistan, and give the information required by the Banking Companies Ordinance, 1962 (LVII of 1962) and Companies Ordinance, 1984; (XL VII of 1984) in the manner so required and respectively give a true and fair view of the state of the SNDB affairs as at December 31, 2017 and its true balance of profit, its cash flows and changes in equity for the year then ended. The statutory audit will be conducted with the objective of expressing an opinion on the standalone and consolidated financial statements.

Statutory Auditors will also need to read the other information in the annual report and consider whether such information, or the manner of its presentation, is materially consistent with information, or the manner of its presentation, appearing in the standalone and consolidated financial statements. However, statutory auditors would not be responsible to include the performance of procedures to corroborate such other information (including forward-looking statements).

B. Deliverables

1. Audit report based on audit of the standalone and consolidated financial statements for financial year ending 2017.
2. Review report of condensed interim standalone and consolidated financial information for the six months period ended June 30, 2017.
3. Other certifications as below:
 - a) MCR (consolidated and un-consolidated)
 - b) CCG
 - c) CDC
 - d) PLS Profit

- e) Sharia Audit
- f) Any other specified by the regulators.

C. Project Management and Schedule

SNDB envisages the annual audit and half yearly reviews and other certifications to be completed as per the timelines prescribed Companies Ordinance 1984 and Code of Corporate governance as prescribed by SBP/SECP.

C.1 Statutory Auditors' Responsibilities

The Auditors' shall be expected to comply with SBP/SECP Regulations, Listing Regulations of PSX, the Banking Companies Ordinance 1962, The Companies Ordinance 1984 and other applicable Laws/Regulations and be responsible for providing all the services that are essential for the successful completion of the assignment. The activities specified in the Terms of Reference should only be viewed as indicative and it is expected that Statutory External Auditors' will spell out the complete set of activities required for the Assignment in their proposal.

During the performance of its work, the Auditors' are expected to interface with the Regulators (including PSX) concerned Government departments and managements of the SNDB, where required.

The Statutory External Auditors' are expected to proceed in an efficient manner to enable SNDB to achieve completion of the Assignment as per the timelines prescribed by Companies Ordinance 1984, Code of Corporate governance and the SBP and other regulators (if any).

C.2 Confidentiality/Conflict of Interest

The Auditors' team will be responsible for all elements of the Assignment, security and confidentiality of the data relating to these efforts will be critical and the Auditors' must be prepared to address it.

The team must also be free from any potential conflict of interest that may arise in the course of Assignment. Specific disclosure/undertaking regarding existence or otherwise of potential conflicts of interest and litigation will be required.

D. Deliverables

The Auditors' will provide the details of all the deliverables encompassed in their role as SNDB's statutory/external auditor.

5-EVALUATION CRITERIA

Criteria for evaluation of Quality of the IPs with regard to the Assignment, shall include, but shall not be limited to the following:

- (1) **Global Affiliation and Standing;** Affiliation with Global Accounting Firm(s) and current standing.
- (2) **Specialization, Understanding, Experience and Capability** Statutory auditor specialized skills and knowledge related to the assignment and understanding of the audit assignment through proven track record of such services in Pakistan over the last 3 years.
- (3) **Quality Management:** Availability of a well-established Quality Management system for statutory audit assignments.

6. TECHNICAL PROPOSAL

GENERAL

- All submissions should be in A4 word format and with minimum 12-point font size. The number of pages including any annexures in the Proposal should not exceed 50. Five (5) hard copies of the Proposal should be enclosed.
- The Technical Proposal will be evaluated on the basis of benchmarks given in paras A to D below. The score assigned of each evaluation criterion are shown below. Please ensure that the technical proposal is prepared / sequenced and presented as per the criteria mentioned below.

Criteria

TECHNICAL BENCHMARKS	MAX SCORE
1. Global Affiliation and Standing	35
1.1 Global Affiliation with reputable firm and standing	20
Top 5	20
Top 6 to 10	15
Top 11 to 20	10
Over 20	5
1.2 Number of Offices	15
4 and above	15
3 and above	10
2 and above	05
2. Specialization, Understanding, Experience and Capability	60
2.1 Number of Partners	15
15 and above	15
10 and above	10
05 and above	05
2.2 Total no. of qualified Chartered Accountants (excluding partners)	20
50 and above	20
25 and above	15
15 and above	10
2.3 Total no. of statutory external audits conducted for the scheduled commercial banks for the last 3 years	25
10 and above	25
5 to 10	15
less than 5	10
3. Quality Management:	05
3. Named in the satisfactory QCR rating from ICAP	05

G. POTENTIAL CONFLICTS & LITIGATIONS

- Details of all pending litigation, if any, should be provided; and
- Details of any past conviction and pending litigation against partners, directors etc., if any, and areas of possible conflict of interest may also be indicated.

H. DISCLOSURE & UNDERTAKING

Please disclose:

- Any actual or potential litigation and issues which could constrain or adversely impact your ability to conduct the Assignment or could adversely impugn the SNDB's reputation; and
- Other issues which may affect your ability to execute the assignment.

7. FINANCIAL PROPOSAL

The Financial Proposal should stipulate the fees and out of pocket expenses to be claimed for the Assignment by each task/certification, the stages upon which these will be payable and be prepared using the Format given in “Annexure A”. Additional pages may be added if required.

Failure to prepare and submit the Financial Proposal as stipulated above or any modifications thereto shall mean immediate disqualification.

8. AWARD OF CONTRACT

8.1 Award of Contract

8.1.1 Award Criteria

SNDB will award the contract to the successful Chartered Accountancy firm, whose proposal has been determined to be substantially responsive and has been determined to be the best evaluated proposal, provided further that the Chartered Accountancy firm is determined to be qualified to perform the contract satisfactorily.

8.1.2 SNDB's Right to Accept Any Proposal and to Reject Any or All Proposals

SNDB has the right to reject all/any Proposal at any time prior to the award of Contract subject to Sindh Public Procurement Rules 2010 (as amended from time to time), without thereby incurring any liability to the Interested Parties.

8.1.3 Notification of Award

Prior to the expiration of the period of validity of Proposal, SNDB will notify to the successful Chartered Accountancy firm in writing by letter or by facsimile, to be confirmed in writing by letter, that their proposal has been accepted.

The notification of award will constitute the formation of the Contract.

8.1.4 Signing of Contract

Within 5 Days from the date of notification of the award, the successful Chartered Accountancy firm shall furnish to SNDB particulars of the person(s) who would sign the contract on behalf of the firm along with an original power of attorney executed in favor of such person.

The Contract shall be signed by the parties at the Head Office of SNDB located on the 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi 75600, Pakistan within 10 Days of award of contract.

8.1.5 General Conditions of Contract

Refer to Section 9.1 for General Conditions of Contract.

8.1.6 Special Conditions of Contract

Section 9.15.7 defines Special Conditions of Contract.

8.1.7 Intellectual Property Rights

(1) All documents, reports, designs, research work and all deliverables prepared by the Statutory/External Auditors' shall become and remain the property of the procuring agency;

(2) Any restrictions on the future use of these documents and software by the Statutory/External auditors' shall be specified in the conditions of the contract.

8.1.8 Professional Liability of (CA) firm

(1) The Chartered Accountancy firm selected and awarded a contract shall be liable for consequences of omissions or commissions on their part. The extent of liability of the Chartered Accountancy firm shall be incorporated in the contract, and in no case, shall be less than the remuneration, excluding out of pocket expenses, nor shall the liability exceed twice the amount of remuneration;

(2) The procuring agency may demand insurance on part of the Chartered Accountancy firm to cover its liability, as stated above, necessary costs of which shall be borne by the Statutory/External Auditors’;

(3) The Chartered Accountant firm shall be liable for all losses or damages suffered by the procuring agency on account of any misconduct by it in performing these services.

8.1.9 Redressal of Grievances & Settlement of Disputes

Any Interested Party being aggrieved by any act or decision of SNDB during procurement proceedings may lodge a written complaint with the SNDB’s Committee for Complaint Redressal which will be handled under Section 31 of The Sindh Public Procurement Rules, 2010 (i.e. SPPRA).

8.1.10 – Other Applicable Rules

The process of procurement of the services under this document will be governed by The Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010 whether or not expressly mentioned herein.

9. CONDITIONS OF CONTRACT

9.1 Definitions

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

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010(Amended 2013).

“Procuring Agency” or “PA” means Sindh Bank Limited.

“Contract” means the Contract signed by the Parties and all the attached documents listed in it and includes the General Conditions (GC) and Special Conditions (SC).

“Contract Price” means the price to be paid for the performance of the Services.

“Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA , as the case may be, and “Parties” means both of them.

“Personnel” means person(s) hired by the Statutory/External auditors’ and assigned to the performance of Services or any part thereof.

“Services” means the services to be performed by the Statutory/External Auditors’ pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

9.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

9.3 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Contract.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Contract.

9.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by SNDB or the selected Chartered Accountancy firm may be taken or executed by their authorized officials.

9.5 Taxes and Duties

The appointed Chartered Accountancy firm shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

9.6 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

9.7 Expiration of Contract

Unless terminated earlier pursuant to section 9.12.1 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the Contract.

9.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

9.9 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

9.10 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

9.11 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

9.12 Termination

9.12.1 Termination by SNDB

SNDB may terminate this Contract in case of the occurrence of any of the events specified in sub-sections (a) through (d) below by giving a written notice of

termination to the appointed Chartered Accountancy firm not less than fifteen (15) days' and in the case of the event referred to in (e) below, a notice of not less than thirty (15) days.

- a. If the appointed Chartered Accountancy firm does not remedy the failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the SNDB may have subsequently approved in writing;
- b. If the appointed Chartered Accountancy firm becomes insolvent or bankrupt;
- c. If the appointed Chartered Accountancy firm, in the judgment of SNDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- d. If, as the result of Force Majeure, the appointed Chartered Accountancy firm is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- e. If the SNDB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

9.12.2 Termination by the (CA) Firm

The appointed Chartered Accountancy firm may terminate this Contract, by give a written notice to SNDB of not less than thirty (30) days', such notice to be given after the occurrence of any of the events specified below:

- a. If SNDB fails to pay any money due to the appointed Chartered Accountancy firm pursuant to this Contract without appointed Chartered Accountancy firm's fault.
- b. If, as the result of Force Majeure, the Statutory Auditor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

9.13 Payment upon Termination

Upon termination of this Contract pursuant to sections 9.12.1 or 9.12.2, SNDB shall make the following payments to the appointed Chartered Accountancy firm :

- a. Payment for Services satisfactorily performed prior to the effective date of termination;
- b. except in the case of termination pursuant to paragraphs (a) through (c) of section 9.12.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract.

9.14 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

9.15 Settlement of Disputes

9.15.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

9.15.2 Arbitration

If SNDB and the Statutory Auditor fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

9.15.3 Data Ownership

The data related to the Assignment including that in the Computer System in use shall at all times remain the exclusive property of SNDB. The Statutory External Auditors' are hereby required to transfer all necessary passwords, access codes or other information required for full access to the data to SNDB upon successful completion of the assignment.

9.15.4 Obligations of the Statutory/External Auditors'

The Statutory/External auditors' shall perform the Assignment and carry out their obligations hereunder with due diligence, efficiency and economy, in accordance with International Standards on Auditing, and other applicable regulations, standards etc.,

9.15.5 Conflict of Interest

The Statutory/External auditors' shall hold SNDB's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

9.15.6 Confidentiality

Except with the prior written consent of SNDB and/or required under Law, the Statutory/External auditors' and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Statutory/External auditors' and its Personnel make public the recommendations formulated in the course of, or as a result of the Assignment.

9.15.7 Special Conditions of Contract

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

9.15.8 Payment

The payment to be made to the Statutory/External audit firm under this Contract shall be made in accordance with the payment schedule as shall be agreed between SNDB and the statutory auditors'. SNDB will effect payment within 30 days on satisfactory completion of the Assignment, upon submitting the invoice under above conditions.

9.15.9 - Price

Schedule of fees, commission and charges shall be the amount to be entered in the Contract as quoted and agreed based on the Financial Proposal submitted by the successful Chartered Accountancy firm.

9.15.10 - Contract

The contents of the formal agreement between the successful Chartered Accountancy firm and SNDB will be vetted by the legal department of SNDB and will be signed by the representatives of SNDB and the successful Chartered Accountancy firm.

This Agreement will be valid for a period of one (1) year (the "Term") from the Effective Date of the Agreement subject to termination in accordance with the provisions of this Agreement. Further, on or before expiry of the Agreement, the same may be renewed for such further period(s) and on such term and conditions as may be mutually agreed between the Parties.

Format for Financial Proposal

Please quote fee charges as per the given detail:

<i>S#</i>	<i>Description</i>	<i>Charges</i>
<i>A</i>	Annual Audit (consolidated and un-consolidated)	
<i>B</i>	<i>Half Yearly Review</i>	
<i>C</i>	<i>Other Certifications</i>	
<i>i.</i>	<i>MCR (consolidated and un-consolidated)</i>	
<i>ii.</i>	<i>CCG</i>	
<i>iii.</i>	<i>CDC</i>	
<i>iv.</i>	<i>PLS Profit</i>	
<i>v.</i>	<i>Sharia Audit</i>	
	<i>Total Charges</i>	

Signature _____
 (Authorized Representative(s) of (CA) firm)

Full Name _____

Designation _____

Name(s) & Stamp(s) of (CA) firms _____

Notes:

Total (A+B+C) will be considered for Bid evaluation purposes

- All quotes should be inclusive of all applicable taxes, levies, duties etc. as applicable in Pakistan.
- Calculation of bid security. 2.5% of the Total Amount will be submitted with the tender document as bid security in the shape of Pay Order/Demand Draft /Bank Guarantee in favor of Sindh Bank Ltd.
- In the event of termination due to whatsoever reason, only the Fee applicable to the relevant stage specified above, will be paid by SNDB. Out of Pocket Expenses incurred up to that time will be paid by SNDB.
- No conditional bids shall be accepted.

Bid Security Form

Whereas [name of the Bidder] has submitted its bid dated [date of submission of bid] for

KNOW ALL PEOPLE by these presents that WE [Name of the Bank][Name of Country], having our registered office at [Address of the Bank] (hereinafter called “_____”), are bound unto SNDB (hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the “_____” binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of ____ 201____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraw its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the SNDB during the period of bid validity:
 - (i) fails or refuses to execute the Contract, if required; or
 - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity and any demand in respect thereof shall reach the Bank not later than the above date.

[Signature and Seal of the Bank]

Performance Security Form

To,

Head of Administration
SINDH BANK LTD
3rd Floor, Federation House,
Abdullah Shah Ghazi Road,
Clifton,
Karachi 75600

WHEREAS [name of Statutory External Auditor] (hereinafter called “Statutory External Auditor”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated ____ 201__ to _____ [details of task to be inserted here] (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the guarantee as required pursuant to the bidding document and the contract:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Statutory auditor, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Statutory auditor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of _____ 201__.

Signature and Seal of the Guarantors

Name of Bank

Address

Date

Integrity Pact

Declaration of Fees, Commissions and Brokerage etc Payable by the Suppliers of Services Pursuant To Rule 89 of the Sindh Public Procurement Rules, 2010

_____ [the Supplier / Service Provider] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Sindh Bank Limited (SNDB) or any other entity owned or controlled by it through any corrupt business practice.

Without limiting the generality of the foregoing, [the Supplier / Service Provider] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, statutory auditor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from SNDB, except that which has been expressly declared pursuant hereto.

[The Supplier / Service Provider] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with SNDB and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to SNDB under any law, contract or other instrument, be voidable at the option of SNDB.

Notwithstanding any rights and remedies exercised by SNDB in this regard, [the Supplier] agrees to indemnify SNDB for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to SNDB in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [the Supplier / Service Provider] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from SNDB.

For and On Behalf Of

Signature: _____
Name: _____
CNIC No: _____

Schedule of Availability, Submission & Opening of Bids

Please refer to Advertisement for Request for Proposals dated 19/01/2017 for information on the subject matter.

Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into between Sindh Bank Ltd, and [Supplier / Service Provider Name], individually referred to as a ‘Party’ and collectively referred to as the ‘Parties’. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated consulting/business transaction; and b) if the Parties enter into an agreement related to such consulting/business transaction, to fulfill each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”).

The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

3. The Effective Date of this Agreement is _____ 201__.
4. In connection with the Purpose, a Party may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to the other Party including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as:
 - (i) Trade secrets;
 - (ii) Financial information, including pricing;
 - (iii) Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
 - (iv) Business information, including operations, planning, marketing interests, and products;
 - (v) The terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and
 - (vi) Information acquired during any facilities tours.
5. The Party receiving Confidential Information (a “Recipient”) will only have a duty to protect Confidential Information disclosed to it by the other Party (“Discloser”):
 - (i) If it is clearly and conspicuously marked as “confidential” or with a similar designation;
 - (ii) If it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or
 - (iii) If it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

6. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent:
 - (i) Any use of Confidential Information in violation of this agreement; and/or
 - (ii) Communication of Confidential Information to any unauthorized third parties.
 - (iii) Confidential Information may only be disseminated to employees, directors, agents or third party recipient with a need to know and who have first signed an agreement with either of the Parties containing confidentiality provisions substantially similar to those set forth herein.
7. Each Party agrees that it shall not do the following, except with the advanced review and written approval of the other Party:
 - (i) Issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party; or
 - (ii) Make copies of documents containing Confidential Information.
8. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that:
 - (i) Was known to the Recipient before receipt from the Discloser;
 - (ii) Is or becomes publicly available through no fault of the Recipient;
 - (iii) Is independently developed by the Recipient without a breach of this Agreement;
 - (iv) Is disclosed by the Recipient with the Discloser's prior written approval; or
 - (v) Is required to be disclosed by operation of law, court order or other governmental demand ("Process");

provided that (i) the Recipient shall immediately notify the Discloser of such Process; and (ii) the Recipient shall not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.

EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".

Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires [YEARS] from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed. Regardless of whether the Confidential Information is returned or destroyed, the Recipient may retain an archival copy of the Discloser's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute.

This Agreement imposes no obligation on a Party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license and transfer or otherwise make use of any technology, services or products.

Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.

This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of the other party.

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original including original signature versions and any version transmitted via facsimile and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Sindh Bank Limited

Firm/Company Name:

Registered Address:

Registered Address:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____