
Standard Bidding Document

for

**Procurement of Annual Maintenance Services without Parts-
Tri Color Stamping Machines for Prize Bonds**



General Services Department
(Procurement Division)
State Bank of Pakistan
Banking Services Corporation

December 2011

This bid documents consists of 21 pages including this page.

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for

**Procurement of Annual Maintenance Services without Parts
Tri Color Stamping Machines for Prize Bonds**

Preface

Rule 23 of Public Procurement Rules requires procuring agencies to formulate bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid. Use of these documents is mandatory for either open or limited bidding.

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Section I – Invitation for Bids (IFB)

IFB-No. GSD-Proc. (AMC)/ /2011

December 27, 2011

1. General Services Department, State Bank of Pakistan Banking Services Corporation (SBP-BSC) intends to undertake “**Procurement of Maintenance Services for the Tri-Color Stamping Machines (excluding parts) for its all field offices at SBPBSC**” and invites sealed bids from reputable tax registered service providers for the purpose. The number of such machines at present is about 30; however the number of machines can increase or decrease by 10-15 percent.
2. Bidding will be conducted under National Competitive Bidding pursuant to ‘Single stage single envelope procedures’ as per Rule 36 (a) of Public Procurement Rules 2004 (PPR 2004) and is open to all eligible bidders as defined in the PPR-2004 that meet the following minimum qualification criteria:
“Bidders must have a documented track of providing similar services presently being performed and those performed during the last three (03) years. Bidders should not have been black listed in past. They should have adequate number of trained staff / technicians who are capable to handle / repair such types of machines with responsibility to provide uninterrupted services.”
3. The bidders may visit the premises before quoting the bids to ensure that they have seen the installation of Tri Color Stamping Machines.
4. Bidders are requested to give their best prices as no negotiations are admissible. The rates shall be offered in local currency and include all duties and taxes. The rates quoted must remain valid for a period of 90 days after opening of Bids.
5. All bids must accompany with a Bid Security of not less than 2% of the bid price in the form of payment order / demand draft in favour of SBP Banking Services Corporation, H.O, Karachi. Bids not submitted on prescribed format will be rejected.
6. Bidding documents may be obtained from the office of the undersigned free of cost and can be downloaded from PPRA and SBP websites as well.
7. Bids in sealed envelopes clearly bearing the IFB number and title of the bid must be delivered to the address below on or before **15:00 Hours, Monday January 23, 2012**. Bids will be opened at **15:30** Hours on the same day in the presence of bidders’ representatives (who may like to attend) at the meeting room of General Services Department, SBP Banking Services Corporation, 4th Floor-Subsidiary House, I. I. Chundrigar Road, Karachi.

Joint Director

Procurement Division

General Services Department

State Bank of Pakistan Banking Services Corporation (Bank)

4th Floor-Subsidiary House, I. I. Chundrigar Road, Karachi

Tel: 92-21-3245 5373 Fax: 92-21-9921 8175

syed.tariq@sbp.org.pk

Section II

Instructions for Preparing Bid

1. **Scope of Procurement:** The General Services Department, on behalf of the State Bank of Pakistan SBP BSC, invites Bids for procurement of Services as described in the Section IV attached hereto. The successful Service Provider will be required to establish uninterrupted best quality maintenance services within SBP-BSC field Offices, mentioned in the Section II and V on three years contract basis, as per terms and conditions specified in the Section III of this bid document.

2. **Eligibility to Bid:** Service Providers who are Authorized Dealers and duly registered with tax authorities are eligible to participate only if they also:

- a) Enclose proof of registration with the Income Tax Department and Sales Tax Department with the Bid. (Failure to enclose these documents would result in rejection of Bid)
- b) Not blacklisted under the provision of Rule 19 of Public Procurement Rules 2004
- c) Submit only one bid, either individually, or as a partner in a joint venture. Bid(s) submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.
- d) Enclose attested copy of valid Service Contracts (proof of experience) for last three years, providing maintenance services to organizations of comparable scale and stature.

3. **Qualification of the Bidder/Service Provider:** To qualify for award of the Contract, a Service Provider shall meet the following minimum qualifying criteria:

- a. Bidders must have a documented track of completing at least 3 similar contracts, during last three (3) years, of similar functional/technical characteristics and of a comparable scale.
- b. Evidence of financial resources to successfully complete the contract.
- c. Bid must be provided along with prescribed Bid Form, duly completed, signed and stamped along with Bid Security as specified in this IFB.

4. **Contents of Bidding Documents:** The set of Bidding Documents comprises the Sections listed below:

Section I	Invitation for Bid (IFB)
Section II	Instruction for Preparing Bid
Section III	Sample Form
Section IV	Evaluation Criteria
Section V	Form of Contract Agreement
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract

5. **Documents Comprising the Bid:** The Bid submitted by the Service Provider shall comprise the following documents:

- (i) Bid Form (as per sample attached)
- (ii) Qualification and Experience Information
- (iii) Copies of Taxation Documents
- (iv) Bid Security

6. **Bids:** The Contract shall be for **three (03)** years term and shall be based on the unit rate (per machine rate) inclusive of applicable taxes. Prices shall be quoted entirely in Pak Rupees. The Service Provider shall fill in the rates and prices for the maintenance work, described in this document. All duties, taxes and other levies payable by the Service Provider under the Contract or

any other cause, as of the date fifteen (15) calendar days prior to the deadline for the submission of Bid, shall be included in the rates, prices, and total Bid submitted by the bidder.

7. **Validity of Bid.** The Bid price shall remain valid for the period of ninety (90) calendar days counted from the date of submission of the Bid specified in Clause 11 below. The Client may request the Bidders to extend the period of validity for a specified additional period. The Client's request and the Bidders' responses shall be made in writing or by fax or by email. A Bidder may refuse the request for extension of Bid validity in which case he may withdraw his Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify its Bid.

8. **Language of the Bid:** All documents relating to the Bid and contract shall be in the English language.

9. **Preparation and Sealing of Bid:** The Bidder shall prepare one original of the documents comprising the Price Bid as described in Clause 5 above, with the Form of Bid, and clearly marked "Original". In addition, the Bidder shall also submit one copy which shall be clearly marked as "COPY". In the event of discrepancy between them the original shall prevail. The original and the copy of the Price Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All the pages of the Bid where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Bid. The envelopes containing Bid should be duly sealed, bearing the IFB number and the subject as "**Bid for providing Maintenance Services of Tri Color Stamping Machine to all SBP BSC field offices**"; shall be addressed to the Client at the address provided above and shall provide a warning not to open before the specified time and date for Bid opening as defined in Invitation to Bid. If the envelope is not sealed and marked as above, the Client will assume no responsibility for the misplacement or premature opening of the Bid.

10. **Bid Security:** The amount of Bid Security is not less than 2% of the bid price payable in the form of a Bank Draft / Payment Order in favor of State Bank of Pakistan SBP Banking Services Corporation (Bank), Head Office, Karachi;

Bid Security will stand forfeited in case the successful bidder fail to comply the execution of maintenance services as per contract.

11. **Place and Deadline for Submission of Bid:** The Bid shall be delivered to the Client **NO LATER than January 23, 2012 at 15.00 Hours at the address given in IFB**. Any Bid received by the Client after the deadline prescribed in this clause will be returned unopened to the Bidder.

12. **Modification and Withdrawal of Bid:** No Bid shall be modified after the deadline for submission of Bid specified above in Clause 11. Withdrawal of a Bid between the deadline for submission of Bid and the expiration of the validity of the Bid as specified in Clause 7 above will result in the Bidder being excluded from the list of Bidders for a period of two years.

13. **Opening of Bid:** The Client will open the Bids, including modifications, in the presence of the Bidders' representatives who choose to attend, at the time, date, and in the place specified in Invitation to Bid. The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, and Bid modifications and withdrawals will be announced by the Client at the Bid opening.

14. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of Bid and recommendation for the contract award shall not be disclosed until the award to the successful Bidder has been announced. Results of the bid evaluation will be made known in due course bidders are advised not to approach Client. Any attempt to influence the process of evaluation will lead to rejection of bid.

15. **Evaluation and Comparison of Bid:** Upon establishing technical and commercial compliance stated in the bidding documents through examining documentary evidence provided with the bid the Purchaser will award the contract to the bidder who has offered the lowest evaluated

cost. Also in evaluating the bid, the Purchaser will determine for each proposal the evaluated bid by adjusting the quotations by making any correction for any arithmetic errors as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

If a Bidder refuses to accept the correction, his Bid will be rejected.

Conditional, incomplete bid or bid without Bid Security shall not be accepted; Bids received after the closing date and time will also be rejected.

16. **Client's Right to Accept Any Bid and to Reject any or all Bids:** The Client reserves the right to accept or reject any Bid, and to cancel the process of competition and reject all Bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Client's decision while complying with PPR-2004 (On request the grounds for rejection will be communicated).

17. **Client's Right to Increase or Decrease Quantities:** The Client, reserves the right to increase or decrease quantities of machines for the required job.

18. **Notification of Award and Signing of Contract:** Results of evaluation would be known in a reasonable time, Bidders are instructed not to approach the Client after opening of Bids until the finalization of award. The Bidder whose Bid has been accepted will be notified of the award by the Client prior to the expiration of the validity period of the Bid, by registered letter. This letter will state the sum that the Client will pay the Bidder in consideration of the maintenance services as prescribed in the Contract. The written notification of award will constitute the formation of the Contract.

19. **Performance Security:** Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the 5% performance security of the contract amount as specified format in Section III of Bid Form or as specified in SCC.

Section III – Sample Forms

Bid Form
(On firm's letterhead)

Date: _____

The Joint Director,
General Services Department,
State Bank of Pakistan,
SBP Banking Services Corporation,
4th Floor, Subsidiary House,
I.I. Chundrigar Road,
Karachi.

Dear Sir:

Having examine the entire contents of bidding documents we offer to execute the Contract for **“Maintenance Services for Tri-Color Stamping Machines (without parts) - for its various field offices SBPSC (Bank)”** in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of _____ (amount in words and numbers) (_____) as per details at Annex-A hereto. We propose to offer the services described in the Contract for a period of _____ words and number _____ calendar days from the Start Date.

This bid and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

Authorized Signature: _____
Name and Title of Signatory _____

Name of Bidder: _____
Address: _____

Phone Number: _____

Fax Number, if any: _____

Quality Specifications and Statement of Work

Statement of Work:

Bidder would be required to maintain Tri Color Stamping Machines in best working order and to ensure their uninterrupted availability. Bidder shall be responsible for the manpower, entire maintenance of the machines (excluding their parts and consumables) to keep them in best working conditions for an uninterrupted operation. The bidders may visit the premises before quoting the bids to ensure that they have seen the Tri Color Stamping Machines.

Quality Specifications:

- i. Maintenance and Technical Support of Tri Color Stamping machines for troubleshooting problems, service, repair with replacement and arrangement of parts (excluding consumables) to ensure error-free operations
- ii. The Contractor shall ensure that the Contractor's Personnel attend to any instruction/call from the bank immediately on such communication, and in any event, making immediate arrangement to set right the machine.
- iii. Eighteen (18) preventive maintenance services (for Karachi, Lahore, Peshawar, Quetta, Multan and Faisalabad Offices) and Twelve (12) maintenance services for other 10 Offices respectively. The routine maintenance will not be limited to the working schedule; the contractor will carry out other repair/maintenance as and when required.
- iv. Not to assign its interests in engaging in job to any third party at Client's premises.
- v. A service and repairing certificate regarding performance will be submitted by the contractor along with their bill.
- vi. That all risk/insurance coverage of the manpower shall be the bidder's own responsibility.

Background:

General Services Department SBP-BSC intends to cause maintenance of thirty (30) Nos. Widmer (USA); Tri Color Stamping Machines at various SBP BSC offices for three (03) years as per detail given below:

Location		Model	Description	Period (3 years)
SBP BSC Office	No. of Machine (s)	Widmer RS-DBLT (USA)	30 Tri-Color stamping machines at all SBP BSC offices.	01-01-2012 to 31-12-2014
Karachi	04			
Lahore	04			
Peshawar	03			
Faisalabad/Bahawalpur Islamabad/Rawalpindi Quetta/Sukkur	(12) two each			
North Nazimabad, KHI. D.I.Khan/Hyderabad Muzaffarabad/Gujranwala Multan/Sialkot	(07) one each			
Total:	30			

Price Schedule

Sr. No.	Description	*Rate (in Rs.) Per Machine
1	Model Widmer (USA) : Maintenance of 30 Tri Color Stamping Machine	

*Rate should be inclusive of all taxes.

Signature of Bidder _____

Experience of Similar Services & Support

S. No	Assignment Description	Name /Contact Details of Purchaser	Cost	Start Date	End Date

Attached support documents

PERFORMANCE SECURITY

To:

Joint Director
Procurement Division
General Services Department
State Bank of Pakistan – SBP BSC (HOK)
4th Floor Subsidiary House,
I.I Chundrigar Road, Karachi –Pakistan.

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated _____ 2011 _____ to supply [description of goods and services] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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 _____ 2011 _____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

Section- IV
Evaluation Criteria

Upon compliance with mandatory requirements and comparison of rates as mentioned in price schedule, the Purchaser will award the Contract to the Bidder who has offered the lowest evaluated bid.

Evaluation Sheet:

Qualification Requirement	Evaluation Approach	Bidder Assessment (Y/N)	SBP BSC, HOK Assessment (Y/N)
Bidder should be tax registered with Income Tax Department as per laws of the Islamic Republic of Pakistan.	Verification of Taxation certificate with relevant authorities.		
Should have at least three 03 years experience of similar services.	Cross verification from client list provided in bid document.		
Should have adequate number of trained staff/ technicians who are capable to handle/repair such types of machines.	Committee will examine the documents attached in support of trained staff.		
Should not have been black listed in past.	Provision of an affidavit.		

Signature of Bidder _____

Section V – Form of Contract Agreement

Agreement

This Agreement, made at Karachi on this _____ day of _____ 2012_____, by and between the State Bank of Pakistan, SBP Banking Services Corporation (Bank), Head office, Karachi having its registered office at 1.1. Chundrigar Road, Karachi (name and address of Client hereinafter called “the Client”) and _____

_____ (name and address of Service Provider, hereinafter called “the Service Provider”) of the other part.

Whereas the Client is desirous to engage the firm and that the Service Provider agrees to extend/provide the services for “**Maintenance Services of Widmer; Tri Color Stamping Machines at all SBP BSC field offices**”

(hereinafter called “the Services”) as stated at Annex ‘A’ hereto and the Client has accepted the Bid submitted by the Service Provider for the commencement of such services for a period of (03) three years, commencing from the ____ day of _____, 2012, till the ____ day of _____, 2014 against the per machine rates as contained in the Service Provider’s Bid Form and payment terms and conditions as described under this contract agreement.

The following are also the integral parts of this contract agreement:

1. General Conditions of the Contract – GCC
2. Special Conditions of Contract – SCC
3. Annex ‘A’ - Specifications/ Requirements
4. Annex ‘B’ - Bid Form, submitted by the Service Provider.
5. Annex ‘C’ - Notification of Award

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Client to the Service Provider as hereinafter mentioned, the Client hereby covenants with the Service Provider to execute and commence the Services in conformity in all respects with the provisions of this Contract.
3. The Client hereby covenants to pay the Supplier in consideration of the services rendered as per the agreed rate under this Contract or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed through this Contract.

4. That the Service Provider will provide uninterrupted (during the working hours of the Bank) maintenance services, which will include maintenance of the Tri-Color Stamping Machines
5. No representation, statement, condition or warranty expressed or implied, not contained in this agreement shall be binding on the Service Provider and the Client. No alteration, waiver or modification of the terms of this agreement shall be valid unless mutually agreed, signed and authorized by the Client.

In Witness whereof the parties thereto have caused this Agreement to be executed the days and year first written before.

The Common Seal of M/s _____

was hereunto affixed in the presence of:

Binding Signature of Supplier

Binding Signature of the Client

SBP Banking Services Corporation
 Head Office Karachi

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____

Section-VI General Conditions of Contract (GCC)

1. **Definitions:** Boldface type is used to identify the defined terms
 - a. **The Contract** is the Contract between the Client and the Service Provider to execute, complete, and maintain the Supplies/Machines as specified in the Form of Contract or in other sections of the Contract.
 - b. **The Client** means the organization purchasing the Goods/Services, as named in Form of Contract
 - c. **The Service Provider** is a person or corporate body whose Quotation to carry out the Services/Supplies has been accepted by the Client and is named in the Form of Contract
 - d. **The Service Provider's Quotation** is the completed document (Invitation to Quotation together with attachments) submitted by the Service Provider to the Client.
 - e. **The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
 - f. **Days** are calendar days; **months** are calendar months.
 - g. **A Defect** is any part of the Supplies/Services not completed in accordance with the Contract.
 - h. **Specification** means the Specification of the Supplies included in the Contract and any modification or addition made or approved by the Client.
 - i. **The Site** is stated in SCC: where supplies are to be made on working day except Sunday at Service Provider's expense
2. **Scope.** The Service Provider would provide services for maintenance of the machines (excluding their parts and consumables) to keep them in best working conditions for an uninterrupted operation.
3. **Communications.** Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered to addresses specified in Form of Contract
4. **Language and Law.** The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan and other requirements as listed at SCC
5. **Performance Security:**
 - 5.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Client the performance security in the amount specified in SCC.
 - 5.2 The proceeds of the performance security shall be payable to the Client as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
 - 5.3 The performance security shall be denominated in the currency of the Contract acceptable to the Client and shall be an unconditional bank guarantee issued by a reputable bank located in the Client's country, in the form provided in the bidding documents.

5.4 The performance security will be discharged by the Client and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

6. Payments. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

6.1 The Service Provider's request(s) for payment shall be made to the Client in writing, accompanied by an invoice describing, as appropriate, the Job delivered and upon fulfillment of other obligations stipulated in the Contract.

6.2 Payments shall be made promptly by the Client, but in no case later than fifteen (15) days after submission of an invoice or claim by the Service Provider.

7. Taxes. The Service Provider is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. Production of Sales Tax Invoice would be mandatory for receiving payments under contract

8. Price Adjustment. Prices charged by the Service Provider for Job delivered under the Contract shall not vary from the prices quoted by the Service Provider in its bid, with the exception of any price adjustments authorized in SCC

9. Change Orders

9.1 The Client may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract in any one or more of the following:

- a. quantities, or specifications;
- b. the nature of maintenance services;
- c. the place of delivery; and/or

9.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within fifteen (15) days from the date of the Service Provider's receipt of the Client's change order.

10. Amendment. Subject to GCC Clause 9, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties

11. Warranty.

As specified in the Clause 6 of SCC.

12. Inspections & Tests

12.1 The Client or its representative shall have the right to inspect and/or to test the quality of the services, to confirm their adherence to the Contract specifications at no extra cost to the Client. The Client shall notify the Service Provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.

12.2 The inspections and tests may be conducted at point of delivery or at the final destination. If conducted, all reasonable facilities and assistance shall be provided at no charge to the Client.

13. Service Provider's Risks. The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials and equipment) are Service Provider's risks.

14. Liquidated Damages. Subject to GCC Clause 16, if the Service Provider fails to deliver services as specified in the Contract, timely, the Client shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed performance for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Client may consider termination of the Contract pursuant to GCC Clause 17.

15. Quality of Services: No variation in quality/substance etc. from specifications/requirements will be allowed. In case of delayed/unsatisfactory performance or non-performance, Client shall impose a suitable penalty which may lead to the termination of the contract in part or in full. The Client will recover the cost of job with substandard quality i.e. other than specifications/requirement, from accrued payments. The name of such Service Providers can also be posted on website of the Bank for information of all Procuring Agencies

16. Force Majeure: Either party may terminate the Contract by giving a thirty (30) days `notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.

17 Termination.

17.1 Termination for Default. The Client, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to deliver any or all of the Goods within the period(s) specified in the Contract; or
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (c) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices, as defined at Rule 19 of PPR2004, in competing for or in executing the Contract.
- (d) if the Service Provider becomes bankrupt or otherwise insolvent

17.2 Termination for Convenience .The Client, by written notice sent to the Service Provider may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective

18. Resolution of Disputes. The Client and the Service Provider shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Arbitration Act of 1940. However such proceedings cannot initiate till 45 days of the notification of disagreement.

19. Extension of Contract. One month before the expiry of the contract period, both the parties with mutual harmony, can renew or extend the contract, under PPRA Rules.

Section-VII Special Conditions of Contract (SCC)

The following 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. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1 (b)- The Purchaser is: State Bank of Pakistan, SBP Banking Services Corporation, Head office, Karachi.

GCC 1 (i)—The Project sites are mentioned below:

- i. SBP, Banking Service Corporation, I.I Chundrigar Road, Karachi.
- ii. SBP, Banking Service Corporation, Block “A”Shahrah-e-Noor Jehan, North Nazimabad, Karachi.
- iii. SBP, Banking Service Corporation, Eidgah Road, Sukkur.
- iv. SBP, Banking Service Corporation, Shahrah-e-Fatima Jinnah (Thandi Sarak), Hyderabad.
- v. SBP, Banking Service Corporation, Shahrah-e-Abbas Ali, Quetta Cantt.
- vi. SBP, Banking Service Corporation Lahore, Shahrah-e-Quaid-e-Azam, Near Lahore High Court Lahore.
- vii. SBP, Banking Service Corporation, Chambers of Commerce & Industry Plaza (Chamber Plaza), G.T Road, Gujranwala.
- viii. SBP, Banking Service Corporation, L.M.Q Road, Kalma Chowk (Pull Mouj Darya), Multan.
- ix. SBP, Banking Service Corporation, 25-C, Shabbir Shaheed Road, Model Town `A`, Bahawalpur.
- x. SBP, Banking Service Corporation, Kutchery Road, Sialkot.
- xi. SBP, Banking Service Corporation, 82-Civil Line, Jinnah Road, Faisalabad.
- xii. SBP, SBP Banking Service Corporation, Ata Turk Avenue, G-5/2, Islamabad.
- xiii. SBP, Banking Service Corporation, The Mall, Post Box No 48, Rawalpindi Cantt, Near Pearl Continental Hotel, Rawalpindi.
- xiv. SBP, Banking Service Corporation, Upper Chatter Housing Scheme, Near Special Communication Organization, Muzaffarabad (Azad Kashmir).
- xv. SBP, Banking Service Corporation, Saddar Road, Peshawar Cantt.
- xvi. SBP, Banking Service Corporation, Bungalow, No. 43/1, Shami Road, Cantt, D.I Khan.

2. Applicable Law & Language (GCC Clause 4)

GCC 4- The other legislative requirements are as follows:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934

3. Performance Security (GCC Clause 5)

5% percent of the Contract price for three (03) year period.

4. Payment (GCC Clause 6)

Payment shall be made in Pak. Rupees in the following manner:

- 4.1 Maintenance job shall be performed once a month. Payment to service provider will be made on quarterly basis.
- 4.2 If the actual numbers of machines exceeds the guaranteed machines the customer will be charged at the machine rate for the actual number of machines.
- 4.3 All invoices shall be paid within 15 days from the date of submission of invoice. In case of payment is delayed Service Provider can refuse providing services, with prior notice to the client.

5. Price Adjustment (GCC Clause 8)

GCC 8—Prices shall be adjusted if following conditions exists:

- 5.1 Change in legislation insofar it directly impacts the prices from the level they existed 15 days prior to the Bid opening.
- 5.2 As agreed between the Service Provider and the client, the maintenance service charges as a package rate shall remain in force for next three (03) years w.e.f. 01-01-2012. The rates are specified on the attached Bid Form.

6. Warranty (GCC Clause 11)

- 6.1 The Service Provider warrants that the Job completed under the Contract are in consistent with the agreed specifications, terms and conditions, provided otherwise in the Contract. The Service Provider further warrants that all Job delivered under this Contract shall have no defect, or from any act or omission of the Service Provider that may develop under normal use.
- 6.2 This warranty shall remain valid during the currency of the contract, or any portion thereof as the case may be, whichever period concludes earlier, unless specified otherwise in SCC.

7. Liquidated Damages (GCC Clause 14)

GCC 14—Applicable rate: One-half (0.5) percent per week

Maximum deduction: Ten (10) percent of the Contract Price.

8. Termination.

GCC – 18 Termination of Service Contract.

- a. Service Provider will respond to the Client's service call(s) immediately but not later than three hours of receiving the complaint lodged at our works control. In case of machine malfunction, Service Provider will rectify the problem within a maximum of 12 working hours. Failing to do so the Client will have the right to terminate the contract after giving 60 days notice to the Service Provider.
- b. In case the contract is to be terminated due to any reason sixty (60) days notice in advance shall be given to either party, in writing.