



Bidding Documents

For

Procurement of Proxy Digital and Non Digital Cards

February, 2015

4th Floor Subsidiary House Procurement Division, General Services Department, State Bank of Pakistan BSC (HOK),
I.I Chundrigar Road, Karachi UAN: 111-727-111 Phone : (92-21)-32455482 Facsimile : (92-21)-99218175
Website: www.sbp.org.pk

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. This document would generally be used for procurement of all categories of goods.

Document comprises of the Sections listed below:

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

Section I. Invitation for Bids (IFB)



Date: February 3, 2015

IFB No: GSD. (Proc) / **612** / Proxy- D.Card / 2015

1. General Services Department, SBP Banking Services Corporation (BSC) invites sealed bids for **“Procurement of Proxy Digital and Non Digital Cards”** from Sales and Income Tax registered firms as per details/ technical requirements specified in Section III of the bidding documents.
2. Bidding will be conducted under National Competitive Bidding pursuant to “Single stage two envelope procedure” as per Rule 36(b) 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 eligibility/qualification criteria:
 - a. *Bidder must be Manufacturer/Direct authorized agent or partner of OEM for the required item in Pakistan.*
 - b. *Bidder must have minimum three (03) years of experience in manufacturing or supplies of similar cards.*
 - c. *Bidder should have verifiable presence/support/branch office in Karachi manned by technical expert.*
 - d. *Bidders must be registered with Income Tax Department and Sales Tax Department.*
3. Bidders must submit quotations of COMPLETE REQUIREMENT, evaluation of bid and contract award will be done accordingly.
4. All bids must be accompanied by a bid security of not less than 2% of the bid price must be accompanied by **Financial Proposal**. If items specified in technical specifications are quoted as options, the cost of highest option would be used to calculate the bid security. Bid with insufficient / without earnest money will be rejected. **Conditional**, incomplete or bid(s) submitted without signed Bid Form by authorized nominee of the bidder will also be rejected.
5. The Bidders are requested to give their best and final prices as no negotiations are expected. The rates quoted must remain **valid for a period of ninety (90) days** after opening of bids.
6. Interested eligible Bidders may acquire further information and obtain the bidding documents without any charges on submission of a written application to the address mentioned below. IFB is also uploaded for display on the websites <http://www.ppra.org.pk> and <http://www.sbp.org.pk>.
7. Bids must be delivered to the address below on or before **Friday, February 20, 2015 at 1100 Hours**. Bids will be opened in the presence of bidders’ representatives who choose to attend at 1130 Hours same day at Conference Room, General Services Department 4th Floor Subsidiary House, I.I Chundrigar Road, State Bank of Pakistan, Karachi –Pakistan.

Joint Director
Procurement Division
General Services Department
State Bank of Pakistan – SBP BSC
4th Floor, Subsidiary House, I.I Chundrigar Road, Karachi -Pakistan
Telephone No: 92-21-3245 5415 Facsimile: 92-21-99221176

Section II- Instructions for Preparing Bid

1. **Scope of Procurement:** The Procurement Division, General Services Department, SBP-BSC invites sealed Bids for **Procurement of Proxy Digital and Non Digital Cards** as described in the Section III. The successful bidder will be required to supply best quality product as per terms and conditions specified in this bidding document.
2. **Eligibility to Bid:** Suppliers who are OEM or OEM's Authorized Distributors/Dealers firms 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, individually. Bids submitted in violation of this rule shall be rejected.
3. **Qualification of the Bidder/Service Provider:** To qualify for award of the Contract, a Supplier/Service Provider must meet the technical and other commercial requirements of the bidding documents. 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 Bids (IFB)
Section II	Instructions for Preparing Bid
Section III	Technical Requirements
Section IV	Sample Form
Section V	Evaluation Criteria
Section VI	Form of Contract Agreement
Section VII	General Condition of Contract
Section VIII	Special Condition of Contract
5. **Documents Comprising the Bid:** The Bid submitted by the Bidder shall comprise the following documents:
 - a. Bid Form (as per sample attached).
 - b. Qualification and Experience Information
 - c. Copies of Taxation Documents
 - d. Bid Security
 - e. Documentary Evidence of Similar Supplies and Experience
6. **Bids:** Prices shall be quoted entirely in Pak Rupees inclusive of all applicable taxes. The Bidder shall fill in the rate and prices for the required items, described in this document. All duties, taxes and other levies payable by the bidder shall be included in the rates, prices, and total bid submitted by the bidder. However any subsequent legislation enacted between bid opening and finalization of award that impacts the bid price would be duly accounted for.
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 Purchaser may request the Bidders to extend the period of validity for a specified additional period. The Purchaser'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 “**Procurement of Proxy Digital and Non Digital Cards**”; shall be addressed to the Purchaser 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 Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
10. **Bid Security:** The amount of Bid Security is **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 found without / insufficient earnest money will also be rejected.
11. **Place and Deadline for Submission of Bid:** The Bid shall be delivered to the Purchaser **NOT LATER than Friday, February 20, 2015 at 1100 Hours at the address given in IFB**. Any Bid received by the Purchaser 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. No 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.
13. **Opening of Bid:** The Purchaser will open the Bids, including modifications, in the presence of the Bidders’ representatives who choose to attend, a **Friday, February 20, 2015 at 1130 Hours at the address given in IFB**. The Bidders’ names, the Bid prices, the total amount of each Bid, any discounts, and Bid modifications and withdrawals will be announced by the Purchaser 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 Purchaser. Any attempt to influence the process of evaluation will lead to rejection of bid.
15. **Evaluation and Comparison of Bid:** The Purchaser will examine the bids to determine whether they are complete, whether bid validity is provided accordingly, whether required sureties/earnest money have been furnished, whether the documents have been properly signed, whether the bids are generally in order whether Bidder has provided the signed bid form and whether Bidder has qualified for the minimum eligibility criteria as stated in Bidders Eligibility/Qualification Criteria.

Upon technical and other commercial compliance with requirements the Purchaser will award the Contract to the Bidder who has offered the lowest evaluated cost. In evaluating the bid, the Purchaser will determine for each proposal the evaluated Bid by adjusting the Bid 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 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;
- c. if a Bidder refuses to accept the correction, the Bid will be rejected.

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

16. **Purchaser's Right to Reject all the Bids:** The Purchaser reserves the right 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 Purchaser's decision while complying with PPR-2004.
17. **Purchaser's Right to Increase or Decrease Quantities:** The Purchaser, reserves the right to increase or decrease quantities of supplies complying with PPRA rules.
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 Purchaser after opening of Bids until the finalization of award. The contract will be awarded to the successful Bidder whose bid has been found technically & commercially compliance and has offered the lowest evaluated cost, emerged as lowest evaluated bid provided further that the Bidder is determined to perform the contract satisfactorily. The Bidder whose Bid has been accepted will be notified of the award by the Purchaser prior to the expiration of the validity period of the Bid, by registered letter. This letter will state the sum that the Purchaser will pay the Bidder in consideration of the supply, Supply, and commissioning of the Supplies by the Bidder as prescribed by 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 **5% Performance Security** (or as specified in the SCC) of the contract amount as per the specified Performance Security Form provided in the bidding documents.

Section III- Technical Requirements

Objective:

Bank desires to procure Procurement of Proxy Digital Cards for issuing Bank Personalized ID Cards.

Technical Specification/Requirement	Quantity
Proxy Digital Cards	1000 Proxy Digital Cards 1000 Non Digital Cards
Passive type 125 KHz Proximity Card	
Extremely consistent read range up to 4" (10 cm)	
Unaffected when card close to keys and coins meet ISO standard thickness.	
Constructions thin, flexible polyvinyl chloride (PVC) laminate.	
Use with a strap and clip as a photo ID badge.	
Print directly to the card (Both Sides) with direct image for thermal transfer printer.	
Accept either a horizontal or vertical Slot punch.	
Provide external number for easy identification & control.	
Offers Proxy Card format	
Should be compatible with the existing access control system installed in SBP & BSC Head Office Karachi.	

Note:

- After approval neither variation in substances etc. from approved sample nor revision of rates will be allowed.
- The Proxy Digital Card should be compatible with existing access control system and card printing software.

Operational Acceptance

The Operational Acceptance Certificate will be issued by the end users team after the delivery of required cards (as per the required technical specifications and features) at the purchaser site(s) along with Supply, proper testing and trouble free operations will confirm operational acceptance.

Any card(s) identified non-genuine during inspection or performance, will be rejected instantly for acceptance and it will be supplier's responsibility to replace that cards or the entire lot.

Warranty:

OEM warranty: 01-years Comprehensive On-site warranty from the date of Supply.

Schedule of Supplies:

The supplies must be delivered at purchaser's site(s) within 4-5 weeks from the Notification of Award.

Section -IV Sample Forms

1. Bid Form (On firm's letterhead)

Date: _____

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

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required item(s) in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **five (5) percent** of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Bidder: _____

Address:

Phone Number:

Fax Number, if any: _____

2. Price Schedule Form in Pak Rupees

Name of Bidder: _____

IFB Number: _____

Item: Proxy Digital Cards (As per specifications in Section III)

#	Description	Model/ Make	Country of Origin	Qty	Unit Cost (Incl. of all taxes)	Total Price (PKR)
1	Proxy Digital Cards (IDC 80) ID TECK			1000		
2	Non Digital Cards			1000		
Total Bid Price:						

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Before filling this form kindly read the Technical Requirements in Section III.

Total Amount = -----

Total Amount in words = -----

Seal & Signature of Bidder: _____

3. Schedule of Supplies/Requirements Form

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery required.

S. No	Activity	Schedule
1	Delivery of the Items to SBP BSC, Head Office Karachi	Within 4-5 weeks from the Purchase Order/ Notification of the Award

Seal & Signature of Bidder: _____

4. Performance Security Form

To:

Joint Director
Procurement Division
General Services Department
State Bank of Pakistan - SBP BSC
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 _____ 2015 _____ 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 _____ 2015 _____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

Section -V

Evaluation Criteria

- The bidders' minimum Eligibility/Qualification will be ascertained totally on compliance based method as per Bidders Eligibility/Qualification Criteria (Form I of Section V).
- The technical proposals of the only qualified bidders (after minimum eligibility/qualification) shall be evaluated in detail. The Technical Compliance (Form II of Section V) will also be evaluated totally on compliance based method.
- The contract will be awarded to the successful Bidder whose bid has been found technically compliant and has offered the lowest cost as emerged the lowest evaluated bid.

Form I:**Bidder's Minimum Qualification/ Eligibility Criteria**

#	Eligibility / Qualification Criteria	Means of Verification	Bidder's Assessment(Yes/No)	Reference Doc with attached Bid
1	Bidder must be Manufacturer/Direct authorized agent or partner of OEM for the required item in Pakistan	Valid Authorization certificate of OEM in case of OEM authorized agent or partner		
2	Bidder must have minimum 3(three) years of experience in manufacturing or supplies of similar cards.	Please attach any purchase order or any proof of being in this business for three years		
3	Verifiable presence/support/branch office in Karachi manned by technical expert	Provide addresses and contact number and details of one technical engineer/technician with resume.		
4	Registered with Income Tax Department	Copy of NTN certificate is required		
5	Registered with Sales Tax Department	Copy of valid GST certificate is required		

Seal & Signature of Bidder: _____

Form II:
Technical Compliance

Please write Yes / No in the blank space against each specification of items, which your product contains, and in case of any difference please elaborate equivalence.

Bidder must attach product data sheet, brochures, technical manuals or any other relevant document from OEM to give as reference for the verification of the feature or technical specification.

Proximity Digital Cards	
Specifications	Bidder's Assessment(Yes/No)
Passive type 125 KHz Proximity Card	
Extremely consistent read range up to 4" (10 cm)	
Unaffected when card close to keys and coins meet ISO standard thickness.	
Constructions thin, flexible polyvinyl chloride (PVC) laminate.	
Use with a strap and clip as a photo ID badge.	
Print directly to the card (Both Sides) with direct image for thermal transfer printer.	
Accept either a horizontal or vertical Slot punch.	
Provide external number for easy identification & control.	
Offers Proxy Card format	
Should be compatible with the existing access control system installed in SBP & BSC Head Office Karachi.	

Seal & Signature of Bidder: _____

Section VI

Form of Contract Agreement

THIS AGREEMENT made on the _____ day of _____ 2015 _____ between State Bank of Pakistan (hereinafter called —**the Purchaser**!) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called —**the Supplier**!) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz.,

NOW THIS AGREEMENT WITNESSETH 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 referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- I. General Conditions of Contract;
- II. Special Conditions of Contract;
- III. Appendices;

Appendix1: Specifications / Requirements

Appendix2: Supplier Representatives

Appendix3: Supplier's Bid

Appendix4: Notification of Award

Appendix5: Acceptance Letter

Appendix6: Performance Security

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Sign and seal, (for the Purchaser):

Witness 1:

Witness 2:

Sign and seal, (for the Service Provider):

Witness 1:

Witness 2:

Section-VII

General Conditions of Contract (GCC)

1. **Definitions:** Boldface type is used to identify the defined terms
 - a. **The Contract** is the Contract between the Purchaser and the Service Provider to execute, complete, and maintain the Supplies as specified in the Form of Contract or in other sections of the Contract.
 - b. the organization purchasing the Goods, as named in Form of Contract
 - c. **The Supplier** is a person or corporate body whose Quotation to carry out the Supplies has been accepted by the Purchaser and is named in the Form of Contract
 - d. **The Supplier's Quotation** is the completed document (Invitation to Quotation together with attachments) submitted by the Supplier to the Purchaser.
 - 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 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 Purchaser.
 - i. **The Site** is stated in SCC: where supplies are to be made on working day except Sunday at Supplier's expense
2. **Scope.** The Supplier would provide supplies as stated in the Schedule of Requirements or any other requirements pursuant to GCC-9 hereto, during the period of the contract.
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 Purchaser the performance security in the amount specified in SCC.
 - 5.2 The proceeds of the performance security shall be payable to the Purchaser 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 Purchaser and shall be an unconditional bank guarantee issued by a reputable bank located in the Purchaser's country, in the form provided in the bidding documents
 - 5.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days after the completion of the Contract fulfilling all the obligations.

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

6.1 The Supplier's request(s) for payment shall be made to the Purchaser 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 Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

7. **Taxes.** The Supplier 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 Supplier for Job delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC

9. Change Orders

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

- a. quantities, or specifications;
- b. 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 Supplier 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 Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier receipt of the Purchaser'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 Purchaser 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 Purchaser. The Purchaser shall notify the Supplier 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 Purchaser.

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

14. **Liquidated Damages.** Subject to GCC Clause 16, if the Supplier fails to deliver goods as specified in the Contract, timely, the Purchaser 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 24
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, Purchaser shall impose a suitable penalty which may lead to the termination of the contract in part or in full. The Purchaser will recover the cost of job with substandard quality i.e. other than specifications/requirement, from accrued payments. The name of such Supplier 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 Purchaser, 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 Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract; or
 - b. if the Supplier fails to perform any other obligation(s) under the Contract.
 - c. if the Supplier, in the judgment of the Purchaser 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 Supplier becomes bankrupt or otherwise insolvent
- 17.2 Termination for Convenience .The Purchaser, by written notice sent to the Supplier 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 Purchaser'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 Purchaser and the Supplier 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.

Section-VIII

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's site is: General Services Department, State Bank of Pakistan, BSC (Bank) Head Office, Karachi.

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)

The amount of performance security, as a percentage of the Contract Price, shall be 5%. And will be paid/released within 30 days after satisfactory performance /at the end of warranty period. The performance security shall be held by the Bank during the period of warranty to ensure fulfillment of any other obligations on part of supplier. The performance security could be in form of Bank Guarantee or withholding of 5% of contract price by the Bank as mutually agreed between the Bank and the supplier.

4. Payment (GCC Clause 6)

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

The supplier shall be paid Ninety five percent (95%) of the Contract Price of any item supplied within thirty (30) days while 5% amount shall be withheld till expiry of warranty period/fulfillment of all obligations by the supplier.

5. Price Adjustment (GCC Clause 8)

GCC 8 – Prices payable to the Supplier as stated in the Contract are not subject to any adjustment during performance of the contract. However, any subsequent legislation enacted, changes in the rate of any tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be duly accounted for by both the parties of the contract i.e. in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.

6. Warranty (GCC Clause 11)

OEM warranty: 01-year Comprehensive On-site warranty from the date of Supply.

7. Liquidated Damages (GCC Clause 14):

Subject to Clause 14 herein, if the Supplier fails to deliver the goods or perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05 percent of the Contract Price for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the purchaser may consider termination of the contract.

8. Quality of Services (GCC Clause 15):

State Bank of Pakistan reserves the right to withdraw or cancel the purchase order provided complete delivery is not made by you within the stipulated delivery period in spite of seven (7) days notice given by the Purchaser, without incurring any liability to the Supplier.