



Bidding Documents

For

Procurement of Digital Card Printer

November, 2015

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)



Invitation for Bids (IFB)

IFB-No. GSD (Proc.III) / 5149 /DCP-2015

November 11 , 2015

1. SBP Banking Services Corporation (SBP-BSC) invites sealed bids from experienced, well reputed and tax registered firms for the Supply and Installation of “Dual Sided Card Printer with Single Sided Laminator” for SBP BSC, HOK.
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 and is open to all eligible Bidders as defined in the PPR2004.
3. Bid security of not less than **2% of the bid price**, payable in the form of bank draft / pay order, drawn in favour of SBP Banking Services Corporation. **Conditional**, incomplete or bids without earnest money shall not be entertained.
4. 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 90 days after opening of tenders.
5. The bidders should have documented track of completing at least 3 similar assignments in the last 5 years.
6. Late bids will be rejected. Bids submitted without signed Bid Form by authorized nominee of the bidder will also be rejected.
7. Bid documents can be downloaded free of cost, from SBP or PPRA’s web sites, further details if any, can be obtained from the 4th Floor Procurement Division III, General Services Department, SBP BSC, Head Office Karachi.
8. Sealed bids must be delivered to the address below on or before **November 30, 2015** at 1100 hours and shall be opened at 1130 hours same day at the meeting room of General Services Department, 4th Floor Subsidiary House, State Bank of Pakistan, SBP BSC Head Office, Karachi.

Joint Director
Procurement Division III
General Services Department
SBP Banking Services Corporation,
4th Floor-Subsidiary House I. I. Chundrigar Road, Karachi.
Tel: 92-21-3245 5482 Fax: 92-21-9921 8123
gsd.proc-III@sbp.org.pk

Section II- Instructions for Preparing Bid

1. **Scope of Procurement:** The Procurement Division, General Services Department, SBP-BSC invites sealed Bids for procurement of **Procurement of Digital Card Printer with Single Sided Laminator** 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 (if required)
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 Digital Card Printer**"; 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 Monday, November 30, 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 **Monday, November 30, 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 Five **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

Technical Specification/Requirement	
Dual Sided Card Printer Base Model with Single Sided Laminator	Dual Sided Card Printer Base Model with Single Side Laminator. Produces vibrant, full color, utilizing High Definition Printing technology. It consistently delivers exceptional print quality, high card durability and over-the-edge printing, encoding and laminating of technology-rich contact and contactless smart cards, weigand cards, proximity cards and optical memory cards.
Resolution	300 dpi
Input Card Cartridge Capacity	100 cards
Output Hopper Card Capacity	200 cards
Print Method	Resin Thermal Transfer
Print Speed	Up to 24 seconds per card

Operational Acceptance

The Operational Acceptance Certificate will be issued by the concerned technical team after the delivery of required printer (as per the required technical specifications) at the purchaser site(s).

Any component of printer identified non-genuine, copy or refurbished during performance, will be rejected instantly for acceptance.

Warranty:

OEM warranty: 02-years comprehensive On-site warranty from the date of supply.

Schedule of Supplies:

The supplies must be delivered within 4 - 5 weeks from the Notification of Award/Purchase Order.

Section -IV Sample Forms

1. Bid Form

(On firm's letterhead)

Date: _____

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: Digital Card Printer (As per specifications in Section III)

#	Item Description with Make & Model	Country of Origin	Quantity	Unit Price (Incl. of all taxes)	Total Price (PKR)
1					

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. The prices should include the price of incidental services. No separate payment shall be made for the incidental services.
3. Bidders must attach the Product Data Sheet of the Specific Model quoted.
4. 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 to 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 and commercially compliant and has offered the lowest cost and emerged as 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 item.	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.

Digital Card Printer		
Specification		Bidder's Assessment (Yes/No)
Dual Sided Card Printer Base Model with Single Sided Laminator	Dual Sided Card Printer Base Model with Single Side Laminator. Produces vibrant, full color, utilizing High Definition Printing technology. It consistently delivers exceptional print quality, high card durability and over-the-edge printing, encoding and laminating of technology-rich contact and contactless smart cards, weigand cards, proximity cards and optical memory cards.	
Resolution	300 dpi	
Input Card Cartridge Capacity	100 cards	
Output Hopper Card Capacity	200 cards	
Print Method	Resin Thermal Transfer	
Print Speed	Up to 24 seconds per card	

Seal & Signature of Bidder: _____

TERMS & CONDITIONS FOR SUPPLY OF DIGITAL CARD PRINTER

1.	<p>WARRANTY:</p> <p>The systems /equipment supplied should bear at least 02 years warranty/guarantee period with-free parts replacement and labour services. Two years warranty period will commence from the date of the satisfactory commissioning and user acceptance /sign-off of the system/equipment. The contractor shall provide free of cost spares & services for repair and maintenance of the system within 02 days of the written notice sent to the contractor of any defect during warranty period.</p>
2.	In case of any major defect during the warranty period, the contractor will replace the equipment with new one without charging any cost of the Bank.
3.	<p>Annual Maintenance Contract / Service Level Agreement (SLA)</p> <p>The company will undertake AMC to provide 03 years Service Level Agreement (SLA)/Maintenance support after the warranty period. There should no annual escalation in the AMC charges.</p> <p>AMC should comprehensive inclusive of spare parts, repairs support and maintenance of the system and equipment. During AMC, service response time should not exceed 1 hour and the fault rectification should not exceed 2 days.</p> <p>The Company should have capability to provide rapid/prompt technical support/repairs at SBP BSC HOK and its field offices of State Bank of Pakistan.</p>
4.	<p>The bidder shall provide.</p> <ul style="list-style-type: none"> a) Technical details of specifications and material along with their bid. b) Standard Operating Procedures (SOP) in English and Urdu for the Bank's Security Personnel's.
5.	The bidder shall provide a list of the client and their contact and phone Numbers, where they have provided the quoted product and satisfactory performance certificates from their previous client of the same / similar products supplied along-with their bid.
6.	On the award of the purchase order / work order, the successful bidder shall supply and install the equipment within 60 day's time form the date of issue of purchase order / work order.
7.	The supplier will provide class room / hands on training to 10 personnel in two batches each of the branch when equipment is installed along with training literature and particles.
8.	Eligible country of origin of Digital Card Machine should be clearly indicated and should comply CE MAKING.
9.	Failure of Perform: State Bank of Pakistan reserve 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 a 7 days notice given by the Purchaser

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.
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
 - 5.3 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.

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

9.2 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

9.3 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

12.2 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.

12.3 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.**
- 17.2 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:
- if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract; or
 - if the Supplier fails to perform any other obligation(s) under the Contract.
 - 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.
 - if the Supplier becomes bankrupt or otherwise insolvent
- 17.3 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 percent (95%) of the Contract Price of supplied within thirty (30) days while 5% amount shall be with held 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: 02-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.