

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Procuring Agency is: SBP Banking Services Corporation Sialkot
2.	1.1(p)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject procurement or The Project is: “Supply of Drinking Mineral/Bottled Water at SBP, Banking Services Corporation (SBP BSC) Sialkot”
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of Pakistan
		Country of Origin (GCC 6)
6.	6.1	Country of Origin is the country where offered supplies are manufactured.
		Performance Security (Or guarantee) (GCC 10)
7.	10.1	The amount of performance security (or guarantee), as a percentage of the Contract Price, shall be: <i>Ten (10) percent of the Contract Price.</i>
8.	10.4	Performance Security (or guarantee) equivalent to 10% of the contract price shall be provided by successful bidder for the total contract duration in form of Bank Guarantee of Payment Order prepared in favor of SBP BSC. Same shall be retained until complete contract. In case of bank Guarantee same shall be valid for at least 28 days after contract completion date.
		Inspections and Tests (GCC 11)
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows;

		Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications.
	Packing (GCC Clause 12)	
10.	12.2	The following SCC shall supplement GCC Clause 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Agency in the Technical Specification.
	Delivery and Documents (GCC Clause 13)	
11.	13.1	For Goods supplied from abroad: Not Applicable
12.	13.3	For Goods from within Pakistan: Upon delivery of the drinking water on daily basis, the Supplier shall notify the Procuring Agency's authorized person and hand over original delivery challan slip showing goods description, quantity delivered, per unit amount and total amount. The above documents shall be received by the Procuring Agency's authorized resource and, if not received, the Supplier will be responsible for any consequent expenses.
	Insurance (GCC Clause 14)	
13.	14.1	Not applicable
	Related Services (GCC Clause 16)	
14.	16.1	Related services to be provided are: • 100 no of empty bottles without any security charges
	Spare Parts (GCC Clause 17)	
15.	17.1	Additional spare parts requirements are: Not applicable
	Warranty (GCC Clause 18)	
16.	18.2	Not applicable
17.	18.4 & 18.5	Not applicable

	Payment (GCC Clause 19)	
18.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: <u>NOT APPLICABLE</u>
		Payment for Goods and Services supplied from within Pakistan: Payment for Goods and Services supplied from within Pakistan shall be made in Pakistani Rupees, as follows: (i) Advance Payment: 0 percent of the Contract Price. (ii) On Delivery: 100% payment for supply of drinking shall be released upon submission of invoice along with daily receipt slips on monthly basis. (iii) Payment shall be made with 30 days of receipt of invoice provided that invoices shall be correct in all respect.
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Agency shall be (Not Applicable)
	Prices (GCC Clause 20)	
20.	20.1	Prices shall be fixed as quoted in price schedule during the entire contract period i.e. for one year from contract start date. Same can be extended for another one year upon mutual consent from both parties.
	Liquidated Damages (GCC Clause 26)	
21.	26.1	If the Supplier fails to complete the delivery on the agreed timelines the Purchaser may deduct from the invoice payables for the One-time cost of the equipment as liquidated damages, a sum equivalent to 0.1 percent of the Contract Price for each day of delay until actual delivery is made, up to a maximum deduction of 10% of the Contract Price. After which the purchaser may consider termination of the contract pursuant to GCC 27.
	Procedure for Dispute Resolution (GCC Clause 32)	
22.	32.3	Dispute Resolution In case of a dispute arising between the Parties regarding the terms of or rights and obligations of the Parties under this Contract, if not resolved amicably, shall be settled by an arbitration in accordance with the Arbitration Act, 1940. The place of Arbitration shall be Sialkot, Pakistan.
	Notices (GCC Clause 35)	

23.	35.1	— Procuring Agency's address for notice purposes: <i>(to be inserted at the time of contract signing)</i> — Supplier's address for notice purposes: <i>(to be inserted at the time of contract signing)</i>
Tax & Duties (GCC Clause 36)		
24.	36	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.
Effectiveness of the contract (GC Clause 8)		
25	8	Successful bidder is required to provide desired number of 19 (nineteen) liter bottles to SBP BSC Sialkot Office on daily basis for period of One year from the date of commencement of services extendable for another one more year on same rates & terms & conditions subject to mutual consent from both parties. Successful Bidder should be able to complete delivery cycle of water between 09.00 to 17.30 hours regularly in bulk as per actual requirement on daily basis during five days a week/ as and when required.