

*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
		<b>Definitions (GCC 1)</b>
1.	1.1 (k)	The Procuring Agency is: <b>Federation of Pakistan Chamber of Commerce and Industry</b> represented by  DIRECTOR ADMINISTRATION FPCCI Capital House, G-8/1, Aiwan- e- Sanat-o-Tijarat Road, Mauve Area, Islamabad. Tel: +92-51-2251891-3 Email: <a href="mailto:islamabad.capital@fpcci.org.pk">islamabad.capital@fpcci.org.pk</a>
2.	1.1(j)	The Supplier is: <i>[Name and address]</i>
3.	1.1(q)	The title of the subject Project is: SUPPLY, INSTALLATION & COMMISSIONING OF TWO NO(S). OF DIESEL GENERATING SETS WITH PRIME RATING OF 200KVA & 300KVA WITH ALLIED ACCESSORIES AT FPCCI CAPITAL HOUSE ISLAMABAD.
4.	1.1 (y)	The definition is inserted after 1.1 (x)  The Engineer is from <b>RM Associates</b> or any other Competent Person appointed by the Procuring Agency and notified to the Supplier, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Contract during his tenure.
5.	1.1 (z)	The terms “Supplier” and “Contractor” are synonymous.
6.	1.1 (aa)	The terms “Purchaser”, “Procuring Agency” and “Employer” are synonymous.
7.	1.1 (ab)	The terms “Works”, “Equipment” and “Goods are synonymous.

8.	1.1 (ac)	“Subcontractor” means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied is subcontracted by the Supplier.
<b>Application and Interpretation (GCC 2)</b>		
9.	2.2	<p>Add the following at the end of Clause-2.2</p> <p><b>(a) The Entire Agreement</b></p> <p>The Contract constitutes the entire agreement between the Procuring Agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p><b>(b) Incoterms</b></p> <p>The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>i. DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.</p> <p><b>(c) Amendment</b></p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p><b>(d) Nonwaiver</b></p> <p>i. Subject to Sub-Clause 2.2(c)(ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>ii. Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver,</p>

		<p>and must specify the right and the extent to which it is being waived.</p> <p><b>(e) Severability</b></p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
10.	2.3	<p>Delete Clause-2.3 and replace it with the following:</p> <p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Contract,</li> <li>(2) Letter of Acceptance,</li> <li>(3) Priced Schedules of Prices submitted by the Supplier;</li> <li>(4) Special Conditions of Contract,</li> <li>(5) General Conditions of Contract,</li> <li>(6) Forms of Bid and other forms of document.</li> <li>(7) Specifications: Technical Provisions;</li> <li>(8) Contractor's Bid, and</li> <li>(9) Any other item</li> </ol>
	<b>Conditions Precedent (GCC 3)</b>	
11	3.1 (b)	Shall not be applicable.
	<b>Governing Language (GCC 4)</b>	
12	4.1	<p>The Governing Language shall be: English</p> <p>Add the following at the end of Clause GCC 4.1</p> <p>Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p>
13	4.2	<p>The following new sub-clause added after 4.1</p> <p>The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
	<b>Applicable Law (GCC 5)</b>	
14	5.1	The Applicable Law shall be: Laws of the Islamic Republic of Pakistan.
	<b>Country of Origin (GCC 6)</b>	
15	6.1	Country of Origin is .....

	<b>Performance Security (or guarantee) (GCC 10)</b>	
16	10.1	The Supplier shall provide a Performance Security of 10% of the Contract Price denominated in the same currency (ies) of the Contract within fourteen (14) days after receipt of Letter of Acceptance.
17	10.3(a)	<p>The Supplier shall provide a Performance Security in the prescribed Form annexed to these Documents in the form of Guarantee from any Scheduled Bank in Pakistan.</p> <p>The cost of complying with the requirements of this Sub-Clause shall be borne by the Supplier.</p>
18.	10.4	After delivery and acceptance of the Goods, Hundred percent (100%) of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations in accordance with <b>GCC Clause 18.2 and SCC Clause-32.</b>
	<b>Inspections and Tests (GCC 11)</b>	
19.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>(a) The Goods shall be subjected to the type, sample and routine tests as described in the Specifications. The Supplier shall provide free of charge all such assistance, instruments, machines, labor and materials as are normally required for carrying out such tests. All reasonable facilities as provided in the specifications or followed by Trade &amp; Industry in general shall have to be offered to the Inspecting officers, by the Supplier at its own expense for carrying out Testing and Inspection.</p> <p>(b) To ensure the manufacture of Goods to be in conformity with Contract requirements, the Supplier shall institute and follow regular procedures for quality assurance during manufacturing. The Supplier shall maintain an independent quality control department, which shall be responsible for enforcing the quality assurance programme. Upon signing of the Contract, the Supplier and the Engineer shall establish mutually acceptable quality control and inspection procedure.</p>
20	11.2	<p>(a) Pre-shipment/FAT shall be carried out at the works of manufacturer.</p> <p>(b) All work covered by the Contract shall be subject to surveillance, testing and inspection by representatives of Procuring Agency and Engineer. For such purpose the Supplier shall provide free access at all times during manufacturing, assembly and testing to the premises in which the work is being carried out.</p>
21	11.5	Add the following sub-clause-11.5

		<p>(a) The cost of performing as well as witnessing of Type/Sample/Routine/Quality Conformance/Factory Acceptance Tests by the Inspectors during foreign inspection shall be borne by the Supplier if such tests are clearly intended by or provided for in the specifications. Witnessing of the tests will cover the expenses of two representatives/inspectors, one nominated by Procuring Agency/Purchaser and 2<sup>nd</sup> from the <b>Engineer</b> including air ticket from Lahore, Pakistan to the place or places of inspections, boarding &amp; lodging in any A class accommodation, local transportation and daily allowance (including travel time) of 100 € to meet other expenses. The said payment will be made to the inspectors before issuance of test report/Inspection Certificate (IC). In addition to this all the expenses regarding visa stamping (visa fee, 1st class traveling, A-class hoteling etc.) of the Procuring Agency and Engineer inspectors will also be borne by the Supplier.</p> <p>(b) In case a part or whole of the Goods being supplied by the Supplier is from within the Procuring Agency's country (Pakistan) the cost of performing as well as witnessing any tests by the inspectors during pre-shipment local inspection shall be borne by the Supplier if such tests are clearly intended by or provided for in the specifications. Witnessing of the tests will cover the expenses of Two (02) Inspectors of Procuring Agency and Engineer, including 1st class traveling (by air or by road depending on the distance from the residing city of inspector to the place or places of inspections), boarding &amp; lodging in any A class accommodation, local transportation and daily allowance (including travel time) of Rs. 5000 /- per day per person to meet other expenses. The said payment will be made to the inspectors before issuance of Inspection Certificate (IC).</p>
22	11.6	<p>Add the following sub-clause-11.6</p> <p>(a) As soon as Goods are ready for inspection the Supplier shall give a notice in writing of at least two (2) months for foreign inspection and one (1) month for local inspection to the inspectors for witnessing such tests with date, time and place.</p> <p>(b) The Visa shall be immediately applied. The delay in issuance of Visa beyond three weeks by embassy shall not be considered on part of Supplier/Contractor.</p> <p>(c) The inspectors shall submit their report and inspection certificate within 7 days of the inspection. They will clearly mention the validity of the inspection certificate. The validity would be 30 days for foreign supplier and 20 days for local supplier.</p>

		(d) The supplier / contractor shall be responsible to ship / deliver the material within the validity period of the inspection certificate. In case of expiry, he has either to get extension in validity of the inspection certificate from the Engineer or will re-offer the equipment for inspection.
23	11.7	<p>Add the following sub-clause-11.7</p> <p>(a) Two copies of all the Inspection and Tests Reports and certificates including that for quality control shall be supplied to the Engineer. The Engineer shall sign the reports and certificates of such test as have been witnessed.</p> <p>(b) The Procuring Agency's right to inspect, test and, where necessary reject delivery after the Goods arrival at site shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed prior to the Goods shipment from the country of origin.</p> <p>(c) Copies of Certificate of Compliance as required by the relevant Specification, such as mill certificates are to be supplied to the Engineer. Where a certificate of compliance is not called for by the Specification, but a minimum requirement is specified by the Engineer, certificate shall be supplied as if the Specifications had called for the same. For standard stock items, the Supplier's certificate of material is acceptable. The certificate shall be signed by a responsible technical representative of the Supplier having sound engineering background in the related fields.</p> <p>(d) The Supplier shall, if requested provide to the Engineer with un-priced copies of the Supplier's purchase orders for material or approved sub-contracted supply at the time any such orders are placed. The Supplier shall also provide the Engineer with any other relevant information, specifications or other relevant standards, if requested to ensure proper expediting and scheduling of the deliveries.</p> <p>(e) Unless otherwise a waiver for witnessing of tests is issued by the Procuring Agency, no material or Goods shall be shipped/delivered from its point of original manufacturing or final shop assembly before it has been inspected in accordance with Technical Provisions and accepted by the Engineer/ Procuring Agency and released for shipment/delivery</p>
<b>Packing (GCC Clause 12)</b>		
24	12.2	<p>The following SCC shall supplement <b>GCC Clause 12.2:</b></p> <p><b><u>Packing</u></b></p> <p>1. In case the Goods are shipped in container(s), each unit shall be so packed that it can be safely transported by road/rail to ultimate destination in the country without disturbing the packing of other items.</p>

		<ol style="list-style-type: none"> <li>2. The final packing shall be such that the weight and dimensions of packages are within reasonable limits in order to facilitate handling, storage and transportation.</li> <li>3. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirement, if any, and in any subsequent instructions ordered by the Procuring Agency.</li> <li>4. Before any shipment is made, the Supplier shall get the packing detailed drawings approved by the Engineer.</li> </ol> <p><b><u>Identification Marking</u></b></p> <ol style="list-style-type: none"> <li>1. All parts/units/components of the Goods shall be plainly die-indented with a number to identify the member, part, unit or component itself and with a letter to indicate the type of Goods in accordance with approved drawings. The identification marking shall be plainly legible and durable and shall be so located that other member, part, unit or component when in its assembled position does not obscure the number or letter. All the marking on ferrous part or unit shall be made before galvanizing.</li> <li>2. Each crate, case, box, package or bundle shall have labels and or tags made from strong waterproof material and marked in indelible and non-fade-able ink securely attached hereto. These labels or tags shall indicate at least the name of the Project, the Consignee and the manufacturer, the type of Goods or component and the quantity it contains so that it can be easily checked upon delivery. A packing list shall be included in each crate or box.</li> <li>3. Each package delivered under the Contract shall be consecutively numbered and shall also be marked with code number or other identification to be approved by FPCCI/Engineer so that various components of the Goods, which are shipped, disassembled and which may not be interchangeable can be identified, collected and stored at the Site together. Additional information and or color coding that may reasonably be required by FPCCI to facilitate identification, shipment to stores or site handling and storage will also be provided.</li> <li>4. All boxes weighing in excess of 500 kilograms shall be adequately marked for straining and lifting. Whenever necessary</li> </ol>
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	<b>Delivery and Documents (GCC Clause 13)</b>	
25	13.1	<p><b><u>For Goods Supplied from abroad as per incoterms CIF/C&amp;F Karachi:</u></b></p> <p>(Not applicable).</p>
26	13.3	<p><b><u>For Goods offered by local suppliers on DDP basis</u></b></p> <p>The Supplier shall submit the following documents to the Procuring Agency:</p> <ol style="list-style-type: none"> <li>Original and four (04) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount.</li> <li>Original and four (04) copies of the Delivery Note.</li> <li>Original and four (04) copies of the Manufacturer's or Supplier's warranty certificate.</li> <li>Original and four (04) copies of the Insurance certificate.</li> <li>Original and four (04) copies of the Inspection certificate issued by the Procuring Agency or its designated representative or letter of waiver, and the manufacturer's factory inspection report; and</li> <li>Original and four (04) copies of the Certificate of origin.</li> <li>Original and four (04) copies of Insurance Survey/Inspection Certificate at point of delivery</li> <li>Proof of payment of GST. For the reimbursed of GST, production/provision of the following documents: <ul style="list-style-type: none"> <li>Invoice in triplicate</li> <li>Sales Tax Invoice</li> <li>Sales Tax cum payment challan for the relevant period</li> </ul> </li> </ol>

		<ul style="list-style-type: none"> <li>• Affidavit on non-judicial stamp paper confirming to the effect that sales tax for the above supply is included in the above sales tax cum payment challan.</li> </ul>
27	13.4	<p>Add the following new sub-clause after 13.3</p> <p>Delivery of Goods and services shall be deemed to have been made when:</p> <ul style="list-style-type: none"> <li>i) Goods have been delivered to site in Islamabad;</li> <li>ii) Goods have been installed at site as per requirements; and</li> <li>iii) Goods have been properly tested, commissioned and handed over to the Purchaser.</li> </ul>
	<b>Insurance (GCC Clause 14)</b>	
28	14.1	<ul style="list-style-type: none"> <li>a) The Supplier must insure the Goods &amp; works in the joint names of the Procuring Agency and the Supplier in an amount equal to 110% of the price of the Goods &amp; works from warehouse to warehouse on all risks basis, including but not limiting to war risks, strikes, riot and civil commotion (SRCC), fire, smoke, explosion, terrorism, collision, overturn, derailment, flood, theft or attempted theft</li> </ul>
29	14.2	<p>Add the following sub-clause GCC 14.2</p> <p>The insurance must remain in force for a period of ninety (90) calendar days after receipt of all Goods under the Contract at FPCCI's designated site, and conducting of insurance survey by the insurer. The Supplier shall arrange and pay for such insurance survey.</p> <p>The insurance shall be affected with National Insurance Company Limited (NICL), Pakistan. The terms of insurance shall be as approved by the Procuring Agency. A draft Insurance Policy shall be submitted by the Supplier within fourteen (14) days following signing of Contract Agreement, for approval by the Procuring Agency.</p> <p>Should a loss be sustained the Supplier shall replace or repair any loss or damage and complete the supplies of Goods in accordance with the Contract as soon as possible after such loss or damage without waiting for the settlement of the insurance claim.</p>
	<b>Related Services (GCC Clause 16)</b>	

30	16.1	Related services to be provided are: Installation and Commissioning Services as per specifications and BoQ.
	<b>Spare Parts (GCC Clause 17)</b>	
31	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.
	<b>Warranty (GCC Clause 18)</b>	
32	18.2	Amend the text of GCC Sub-Clause 18.2 as under:  The warranty shall remain valid for twelve (12) months after erection and commissioning of the Goods at site.  Add the following at the end of GCC Sub Clause 18.2:  Within 14 days after completion of warranty period up to the satisfaction of Procuring Agency and Engineer, the Procuring Agency shall issue Warranty Certificate to the Supplier.
33	18.4	Delete the Clause GCC 18.4 and replace it with the following:  Upon receipt of such notice, the Supplier shall, within the period of 30 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency including the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
34	18.5	The Supplier shall correct any defects covered by the Warranty within 30 days of being notified by the Procuring Agency of the occurrence of such defects.
	<b>Payment (GCC Clause 19)</b>	
35	19.1	The payment shall be made in the manner and to the extent as mentioned below:  a) <b>Advance Payment at Award of Contract:</b> Forty (40%) of Contract price of Goods and Services shall be paid in advance at The time of Award of Contract.

		<p><b>b) Delivery of Gensets:</b> Forty percent (40%) of Contract price of Goods shall be paid on receipt of Goods delivered and upon submission of the documents specified in Sub-Clause 13.3 here above.</p> <p><b>c) Installation &amp; Commissioning:</b> Ten (10%) of Contract Price of Goods &amp; Fifty (50%) cost of services shall be paid after issuance of Completion Certificate subsequent to successful installation and commissioning of Goods issued by the Procuring Agency.</p> <p><b>d) On Acceptance:</b> Twenty (10%) of Contract price of Goods and Services shall be paid upon Acceptance of Goods pursuant to Certificate by Engineer that the Facilities/Goods are running successfully for a continuous period of 30 days and any issues (if faced) have been ratified by the Supplier.</p>
37	19.4	<p>The currencies for payment shall be:</p> <p>The Supplier shall be paid in Pak Rupees.</p>
	<b>Prices (GCC 20)</b>	
38	20.1	<p>Prices shall be adjusted in accordance with provisions in the Attachment to SCC.</p> <p><i>[To be inserted <b>only</b> if price is subject to adjustment.]</i></p>
	<b>Change Orders (GCC 21)</b>	
39	21.4	<p>Add the following new sub-clause:</p> <p>The Procuring Agency may increase or decrease the quantities of Goods to the extent of 15% of the Contract Price during currency of the Contract without any change in the unit price or other terms and conditions of the Contract.</p>
	<b>Delays in the Supplier's Performance (GCC 25)</b>	
40	25.2	The existing text is delated and replaced by

		<p>If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions/events impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly but not later than Twenty-Eight (28) days notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s).</p> <p>The final request for Extension of Time (EoT) based on notified events and with detailed particulars shall be submitted to the Procuring Agency within Forty-Two (42) days after date of delayed event.</p>
	<b>Liquidated Damages (GCC Clause 26)</b>	
41	26.1	<ul style="list-style-type: none"> <li>i. In the first line Replace “<b>Subject to GCC Clause 28</b>” with “<b>Except as provided under GCC Clause 28</b>”.</li> <li>ii. In the last line Replace “<b>GCC Clause 26</b>” with “<b>GCC Clause 27</b>”</li> <li>iii. Applicable percentage of Liquidated Damages is as under: <ul style="list-style-type: none"> <li>a. The liquidated damages shall be 0.25% of the total Contract Price per day of delay. The maximum amount of liquidated damages shall be ten percent (10%) of the Contract Price.</li> </ul> </li> </ul>
	<b>Procedure for Dispute Resolution (GCC Clause 32)</b>	
42	32.3	<p><b>Dispute Resolution</b></p> <ol style="list-style-type: none"> <li>1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract– whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 7 (seven) days following a notice sent by one Party to the other Party in this regard.</li> <li>2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</li> </ol>

		<p>3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <i>[Insert name of the city]</i> and proceedings will be conducted in <i>–[Specify language]</i> language.</p> <p>4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods.</p> <p>6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.</p>
43	35.1	<p>For notices, the Procuring Agency's address shall be:</p> <p>Attention: DIRECTOR ADMINISTRATION  FPCCI Capital House, G-8/1, Aiwan- e- Sanat-o-Tijarat Road,  Mauve Area, Islamabad. Tel: +92-51-2251891-3  Email: <a href="mailto:islamabad.capital@fpcci.org.pk">islamabad.capital@fpcci.org.pk</a></p> <p>The Supplier's address shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>[To be filled in at the time of signing of Contract.]</p>
<b>Taxes and Duties (GCC 36)</b>		
44	36.4	<p>Add the following new Sub-Clause after 36.3</p> <p>i. For the Goods to be offered from within the Procuring Agency's country, the price shall be inclusive of all taxes, duties and other levies in Pakistan. Supplier will however submit the invoice inclusive of Sales Tax (inclusive of price), which shall be identified</p>

		<p>separately charged by the Supplier and payments shall be subject to Withholding Rules specified in 11th Schedule of Sales Tax Act, 1990. Copy of sales tax return will be provided by the supplier. The payments/ reimbursement of Sales Tax will only be made if Invoice is in name of FPCCI and FPCCI can claim input from FBR.</p> <p>ii. For Services, the price will be exclusive of Sales Tax on Services which shall be charged and paid/reimbursed as per relevant withholding laws of Capital Territory. Sales tax registration is mandatory in this case</p> <p><b>Note:</b></p> <p>i. Only those local (Pakistan Origin) firms/organizations/companies/suppliers will be eligible to bid who are active taxpayers as per Federal Board of Revenue Data base i.e. Active Taxpayer List (ATL) for both Income Tax &amp; Sales Tax.</p> <p>ii. All payments will be subject to withholding Taxes as per Income Tax Ordinance, 2001/International Tax Treaty &amp; Sales Tax Act. 1990, further, in case of local firms payments shall made only to those entities appearing in Active Taxpayer List (ATL) for both Income Tax &amp; Sales Tax.</p>
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