

Additional Special Conditions of Contract (SCC)

(This section contains generic / sample conditions of contract. Actual conditions of contract may vary at the time of signing of contract with most advantageous bidder)

(The following specific data for the goods (and allied services) to be procured shall complement, supplement or amend the provisions in the GCC or SCC above. Whenever there is a conflict, the provisions herein shall prevail over GCC and SCC above)

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 or SCC above. The corresponding clause number of the GCC is indicated.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1(d)	The “ Contract Price ” is the total contract value stated in Annexure “A” BOQ / Schedule of Stores of the contract and Form of Contract.
2.	1(o)	The Procuring Agency is: <u>PAKISTAN AIRPORTS AUTHORITY HEADQUARTERS, TERMINAL-I, JIAP, KARACHI</u>
3.	1(o)	The Supplier is: [-----]
4.	1(t)	The title of the subject procurement is: [-----]
5.	1 (u)	Country of Origin is -----
6.	1(v)	“End User” means PAKISTAN AIRPORTS AUTHORITY
7.	1 (w)	“Specification” means the specification of goods and performance of incidental services (if any) as stated in Annexure “----” BOQ / Schedule of Stores of the contract.
Application and Interpretation (GCC 2)		
8.	2	(a) These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. (b) In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined. (c) The documents forming the Contract shall be interpreted in the following order of priority: i. Form of Contract, ii. Additional Special Conditions of Contract iii. Special Conditions of Contract, iv. General Conditions of Contract, v. Letter of Acceptance, vi. Certificate of Contract Commencement vii. Specifications viii. Contractor’s Bid ix. Bidding Document, and x. Any other document listed in the Special Conditions of Contract as forming part of the Contract.
Notices (GCC5)		
9.	5	— Procuring Agency’s address for notice purposes: Logistics APS Branch, Pakistan Airports Authority (Headquarters), Terminal No.1, Jinnah International Airport, Karachi, Pakistan —Supplier’s address for notice purposes:

Delivery / Location (GCC 6)		
10.	6	a) The supplier shall deliver the goods along with performing allied services such as installation, testing, commissioning etc as defined in Contract Annexure / BOQ. b) Intended delivery date: The delivery period under the contract is 15 days with effect from the letter of (intent/acceptance) or from the date of signing of contract by the both parties, which is applicable. The Supplier shall deliver the stores and perform allied services mentioned in Annexure-A to the consignee within ----- from the letter of (intent/acceptance) or from the date of signing of contract by the both parties, which is applicable. Part Delivery / Part Payment is allowed within the time frame described above.
Effectiveness of Contract (GCC 8) Commencement of Services (GCC 9) Starting Date / Expiration Date (GCC 11)		
11.	8 & 9	a) The “Commencement Date” of the contract shall take effect as notified by purchaser to the supplier via the letter of (intent/acceptance) or from the date of signing of contract by the both parties, whichever is applicable and mentioned. b) “Effective Contract date” will be considered from the date as per the letter of (intent/acceptance) or from the date of signing of contract by the both parties. The delivery period of the supplier under contract shall commence from the date of signing of contract by both parties or as per the Letter of (intent/acceptance).
12.	8, 9, & 11	a) The contract shall come into effect as per the letter of (intent/acceptance) subject to signing of contract by both parties. b) No certificate of commencement is required under this contract. c) The delivery period of the supplier under contract shall commence from the date of signing of contract by both parties or as per the Letter of (intent/acceptance).
Entire Agreement (GCC 12)		
13.	12	The documents forming the Contract shall be construed to include following and be interpreted in the following order of priority: xi. Form of Contract, xii. Additional Special Conditions of Contract, xiii. Special Conditions of Contract, xiv. General Conditions of Contract, xv. Letter of Acceptance, xvi. Certificate of Contract Commencement xvii. Specifications - xviii. Contractor's Bid xix. Bidding Document, and xx. Any other document listed in the Special Conditions of Contract as forming part of the Contract.
Modification (Amendment) GCC 13		
14.	13	a) The contract may be amended or modified with the mutual consent and/or agreement in writing by both the parties to the contract.

		b) The provisions of GCC clauses 6 (Delivery), 31 (Contract Price), (change order), and 36 along with SCC Clauses 5, 28, 40 and 26 or any other clauses can be amended with mutual consent
Force Majeure (GCC 14)		
15.	14	a) “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. b) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. And includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. c) In this event, the following provisions shall apply only after the mutual agreement / approval of PAA: - The obligations and responsibilities of the Supplier under this Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues; - The term of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of contract to be different from the period of suspension; - the Supplier is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, PAA shall have the right to terminate this Contract on the same terms and conditions as are provided for in Article 26 (Termination); - In case that Force Majeure extends for more than ninety (90) days, both Parties shall agree the way to proceed.
Termination (GCC 15)		
16.	15	<u>The GCC Clause 15 removed in its entirety and replaced with the following SCC clauses: -</u> If the Supplier fails to deliver the Stores/Equipment (or services if any) or any part thereof to the Consignee within the prescribed period or within such extended period as may be agreed in writing by both the parties, the Purchaser shall on expiry of grace period i.e. 10% of the Delivery period be entitled to take either of the following actions: - (a) To cancel / terminate the contract and / or forfeit the Security Deposit as per SCC Clause 23 (g) of this contract after giving ‘seven days’ written notice to the Supplier and / or initiate case for blacklisting as per PPRA rule 19 (where applicable). OR

		(b) To cancel the contract and or purchase from elsewhere the defective or the un-supplied Stores at the risk and expense of the Supplier, after giving him seven days' written notice. The Supplier shall be liable for any loss, which the Purchaser may sustain on this account, but shall not be entitled to any gain on repurchase. In such scenario, the purchaser reserves the right to recover the amount from any pending bill / payment or performance guarantee of the supplier from any contract / purchase order of supplier across PAA.
Sub-contract / Sub-Contracting (GCC 1(m), 16.2, 17, 19)		
17.	1(m), 16.2, 17, 19 and elsewhere mentioned in contract	Subcontracting is not allowed under this contract and the supplier having submitted the most advantageous bid and awarded the contract shall be responsible for complete execution of contract.
Insurance to be Taken out by the bidder GCC 19		
18.	19	Complete responsibility of any nature of risk whatsoever shall be with the supplier till the delivery & installation (if applicable) of equipment at the location specified by the procuring agency under the contract.
Liquidated Damages (GCC Clause 22)		
19.	22	<u>The GCC Clause 22 and subsequent SCC above are removed in their entirety and replaced with the following SCC clauses: -</u> a) The Purchaser shall have the right to impose liquidated damages at the rate of two percent (2%) per month of the value of the late delivered Stores, installation / commissioning, training or any part thereof for the period exceeding the delivery period, subject to the provision that the total amount thus levied shall not exceed ten percent (10%) of total Contract value of the late delivered Stores (including installation / commissioning), training etc. The Liquidated damages shall not be imposed if the supplier completes the contract execution within the grace period (after the delivery period) i.e. 10% of the delivery period but not exceeding 21 Days. However, if the contract execution is delayed beyond the grace period, then the grace period shall also be included in delay period for the calculation of L.D charges. b) The liquidated damages shall not be applicable or partly applicable if the grounds for delay are established by supplier pursuant GCC Clause 1.1(v) Force Majeure, subject to acceptance by purchaser. If agreed by purchaser, an amendment to the contract would be signed by both parties as per GCC Clause 22 and SCC Clause 36. c) In case of extension in delivery period, the grace period will not be allowed.

Performance Guarantee (or Security) GCC 23		
20.	23	The GCC Clause 23 and subsequent SCC above are removed in their entirety and replaced with the following SCC clauses: - a) For due, satisfactory and timely supply of the Equipment or Stores, the Supplier shall furnish to Pakistan Airports Authority a Performance Bond or Security Deposit of 10% (Ten percent) of the total value of the contract at the time of signing of this contract within 15 days, in case of non-submission of required document within 15 days the delivery date shall be commenced after the expiry of above said 15 days. b) The Supplier shall keep the Performance Bond or Security Deposit valid till satisfactory completion of the contract, including the completion of warranty period. c) Standard warranty period of each deliver item is (12 Month) One Year(s) from the issuance date of certificate receipt voucher or from the date of installation / commissioning or as otherwise specified by PAA. d) This Performance Bond or Security Deposit shall be in shape of: - a) Demand Draft or Pay Order in the name of Pakistan Airports Authority, Karachi from any scheduled bank of Pakistan. OR b) Bank Guarantee from a bank acceptable to PAA on approved format. e) The Supplier shall have no claim against the Purchaser in respect of interest on Security Deposit or depreciation of currency, what so ever. f) On satisfactory performance of the contract and completion of warranty period, as applicable, the Security Deposit / Performance Bond in shape of Pay Order of Bank Guarantee will be returned to the Supplier upon request. g) In case of unsatisfactory performance of the Supplier or in the event of any breach of terms, given in the contract till completion of warranty period, the Purchaser may forfeit the Security Deposit or en-cash the Performance Bond in all or in part as deemed fit and proper by the Purchaser.
Description of Personnel (GCC 26)		
21.	26	The personnel if specifically highlighted and submitted by bidder for provisioning of services, shall not be changed without prior intimation to PAA.
Assistance and Exemptions (GCC 28)		
22.	28	The Procuring Agency will assist to obtain exemptions for certain goods and services in line with the rules, regulations, regulatory guides or instructions issued by the Government of Pakistan or any state institution from time to time. The supplier will be responsible to identify and communicate any exemptions available in provisioning of Goods and Services under the contract. However, the procuring agency shall not be responsible if the bidder fails to identify any exemptions allowed by the Government of Pakistan or any state institution along with relevant documentary evidence.
Change in the Applicable Law (Taxes & Duties) GCC 29		
23.	29	Taxes and Duties a) During the validity of this Contract, price adjustment may be made due to change in sales tax by Government. b) Adjustment in Contract price may be made in case of increase / decrease in rate of sales tax by Government during the period of Contract.
Services and Facilities (GCC 30)		
24.	30	The GCC Clause 30 and subsequent SCC above are removed in their entirety and

		replaced with the following SCC clauses: - a) The purchaser shall provide access to supplier for the property (space) and areas for delivery of goods and performing allied services where mentioned in the contract. b) In case the purchaser is unable to provide access to supplier as defined above, thereby rendering the supplier unable to deliver goods or perform allied services as required in the contract, the Parties shall agree on any time extension that may be appropriate to grant to the supplier for the performance of contract i.e. delivery of the goods or perform allied Services. c) The above provisions shall not be applicable in cases: - Where the matter of access is not attributable to PAA - The supplier fails to inform PAA of required access - The supplier fails to furnish the required documentation for grant of access - The supplier requests access during non-office hours.
Contract Price (GCC 31)		
25.	31	a) There shall be no adjustment of prices except any change / modification in sales tax by Government and deletion of item (or service) or reduction of quantity as mutually agreed. The decision of Procuring Agency in this case shall be final and binding. An amendment to the contract will be required as per GCC Clause 13 (SCC Clause 17). b) The prices mentioned in Annexure "A", are firm and final subject to condition above.
Terms and Conditions of Payment (GCC 32)		
26.	32.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: a) Payment under the contract shall be made in Pakistani Rupee (PKR) after successful delivery (and installation, training, commissioning, SAT as specified in the contract) by supplier as per contract subject to inspection and acceptance of items by Procuring Agency and submission of complete & accurate bill by supplier along with requisite documents. b) If the Milestones have been defined for payment in the contract, the supplier will be claim payments only as per the milestones defined subject to fulfillment of deliverables and complete documentation under the relevant milestones. c) If Part Delivery has been allowed in the contract, the supplier may also claim part payment against the deliverables of contract. However, the maximum number of partial payments will be restricted to Three (03) bills / invoices. d) The Supplier shall submit the following documents in original / copy (as specified) to Additional Director Log (APS) HQ PAA JIAP, Karachi, for processing payment against the contract: - - Original Bill/invoice (in triplicate). - Original Sales tax invoice. - Copy of Contract & Amendment (if any). - Copy of CRV - Copy of NTN Certificate & Active Taxpayer Evidence (Sales Tax). - Copy of professional Tax Certificate (2025-2026) - Original Bank Account Detail. - Original Installation & Commissioning Certificate / Job Completion Certificate (Where applicable) - Original Training Certificate (Where applicable) - Original FAT / SAT Certificate (Where applicable).

		e) In case of Imported items where Tax exemption has been claimed, the following documents shall also be submitted by supplier in addition to documents specified above: i. Copy of Bill of Entry / Customs import documents. (GD-I) (the purchaser reserves the right to verify the GD through online Customs / WEBOC portal for which the supplier may be asked to detail a representative for verification on WEBOC system). ii. Original Affidavit on (stamp paper) for Exemption of Tax. iii. Original Undertaking Exemption of Tax on letter head f) Payments of the stores shall be made within 60 days upon issue of receipt voucher & SAT acceptance report indicating receipt of the store by the purchaser without any discrepancy / defect and submission of bill with complete documents without any error / omission / discrepancy or any defect. g) In any case payment shall be made to supplier after the signing of contract. h) The supplier shall be responsible for completeness and genuineness of the documents / invoices submitted for payment. The procuring agency shall not be responsible for non-payment / late payment of invoices if incomplete / inaccurate documents are submitted by supplier i) The Supplier shall ensure due payments of all the duties and taxes including that of Federal Government or the Provincial Government excluding provincial Service Tax for the supply of goods (and allied services if any). j) There shall be no interest on the late payment made by Procuring Agency. However, procuring agency will make payments subject to the conditions that the payment / billing documents submitted by the supplier are clear, accurate, as per the deliverables, free from any error or defect and are wholly complete in all respects
27.	32.2	The advance payment will not be provided in normal circumstances. However, the supplier may approach PAA with the request for advance payment (if desired) with valid grounds along with undertaking of equivalent amount bank guarantee. The decision of PAA in this regard will be final and binding.
Identifying Defects (Inspections and Tests) GCC 34		

28.	34	Inspection and Tests (1) An inspection of the Stores be arranged at Consignee's premises (or at the Supplier premises) by Inspecting Officer or his representative to check the quality of the Stores (as define in the technical specification), and the Inspecting Officer will sign or issue the acceptance or rejection certificate. (2) Where the items have been delivered after the expiry of delivery period, or beyond the provisions of partial delivery or any other provision where in complete delivery of items is required to be made by the supplier, it must be ensured that the complete items qualify the inspection by the purchaser as per the requirement. If in case of partial quantity of the items fails during inspection under the scenario, the complete delivery shall be deemed to be rejected and the effective date of complete delivery and acceptance shall be considered after items have been replaced by the Supplier subject to inspection (3) Rejected Stores, if left uncollected at the Purchaser i.e., Pakistan Airports Authority's premises, shall be at the Supplier's risk and expense. Damaged Stores shall not be accepted. The Supplier shall remove the rejected or damaged Stores within 7 days at his expense. (4) The inspection can also include FAT, SAT, FSAT or any combination thereof as specified in the contract.
Correction of Defects, and Lack of Performance Penalty GCC 35 (WARRANTY)		
29.	35	The GCC Clause 35 is removed in its entirety and replaced with the following SCC clauses: - a) The Supplier shall warranty the Stores for a period of <u>(12 Month) One Year warranty (from the date of receipt in the Consignee's Warehouse or from the date of installation and commissioning of store</u>, whichever is applicable, against any design or manufacturing defect, bad workmanship or faulty material. b) In case of any defect, fitment problem or discrepancy of any nature whatsoever, the Supplier shall replace defective Equipment and/ or Store free of cost. In case supplier fails to replace the defective Store and or Equipment within 45 days of intimation by the Purchaser, the Supplier shall refund the cost of the Stores in currency in which received within 15 days, after the above mentioned 45 days, otherwise the Purchaser shall have the right to take action under GCC clause 27 of the contract and/ or forfeit the Performance Bond or Security deposit. c) Turnaround time for rectification should not be more than 45 days
Taxes and Duties (GCC Clause 36)		
30.	36	a) The Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until the closure of contract. b) The Supplier shall ensure due payments of all the duties and taxes including that of Federal Government or the Provincial Government excluding provincial Service Tax for the supply of goods (and allied services if any). c) During the validity of this Contract, price adjustment may be made due to change in sales tax by Government. d) Adjustment in Contract price may be made in case of increase / decrease in rate of sales tax by Government during the period of Contract.
Alternate Dispute Resolution GCC 37		

31.	37	<u>The GCC Clause 37 and subsequent SCC above are removed in their entirety and replaced with the following SCC clauses: -</u> a) In case of any difference or dispute arising between the Purchaser and the Supplier in respect of the interpretation, conduct or performance of any terms & conditions of this contract, the same shall be referred to DG PAA (arbitrator) for decision, which shall be final and binding upon both the parties to this contract. b) 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 28 (twenty eight) days following a notice sent by one Party to the other Party in this regard. c) At future of negotiation the dispute shall be resolved through mediation and mediator which shall be DGPAA. d) 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 [KARACHI] and proceedings will be conducted in – [ENGLISH] language. e) The cost of the mediation and arbitration (external) 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. f) Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after delivery of goods. g) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise mutually agreed.
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Additional Provisions not mentioned in GCC

Conditions Precedent	
32.	a) The contract shall come into effect as per the letter of (intent/acceptance) subject to signing of contract by both parties. b) The supplier is required to submit non- judicial stamp papers and performance bond as per GCC clause 23 and SCC clause 23. c) No certificate of commencement is required under this contract. The delivery period of the supplier under contract shall commence from the date of signing of contract by both parties or as per the Letter of (intent/acceptance). d) If the Condition precedent stipulated are not met by the date specified in the SCC this contract shall not come into effect and may be annulled.
Packing	

33.	The Goods shall be packed properly in accordance with standard export packing. The goods shall be duly and appropriately packed in original manufacturer packing. No loose Stores shall be accepted at the time of delivery. It will be the sole responsibility of supplier to ensure that the goods are packed in appropriate way for stowage, handling, loading, transportation, and un-loading, installation, or any other requirement.
Transportation	
34.	The supplier shall be completely responsible to ensure safe transportation of goods in appropriate way for handling, loading, transportation, and un-loading, installation, or any other requirement till the final destination / consignee as per contract.
Related Services	
35.	The supplier shall be responsible to perform all incidental services as mentioned in the BOQ / Schedule of Stores.
Spare Parts	
36.	The supplier shall provide the Spare Parts as mentioned the BOQ / Schedule of stores (if any) within the prescribed delivery period.
Change Orders	
37.	The specification of items in BOQ may be changed / modified to offer higher / better / upgraded model on request of supplier subject to acceptance and decision of purchaser. The supplier may be asked to produce all relevant documentation from OEM in this context.
Delay in the Supplier's Performance	
38.	a) If the delay in supplier's performance is due to any event falling under Force Majeure GCC Clause 14 (SCC Clause 18), the supplier shall submit the request with complete and accurate documents along with timeline of events for consideration by purchaser. b) The supplier's request along with documentary evidence may be evaluated by the purchaser to ascertain if the grounds for delay are established by supplier pursuant Force Majeure GCC Clause 14 (SCC Clause 18). If agreed by purchaser, an amendment to the contract would be signed by both parties as per GCC Clause 13 and SCC Clause 17.