

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)

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
A1	GCC 1	“Procuring Agency” means the ‘Pakistan Airports Authority’. “Service Provider” means the bidder whose bid have been accepted for the subject procurement. “Software” means the Software product developed by OEM for the purpose of Enterprise Resource Planning “Implementation” means the configuration of Application software or parts thereof and its practical application by all departments as set forth in the Contract, scope of work or any part of this Contract. “Customization” refers to any modification or addition only of or to the standard Program or Database, forms, and tables of ERP, Report, Workflow, Interface, Form or software development or any changes that would modify and/or enhance the nature of the user interface will also be considered as a customization. “Non-compliance” means any deviation from the processes/requirements as defined in the Business Process Design Document of the Project and Scope of Work. “Bugs” means any defect found in the software that is attributable to OEM Software. “Convenience” means all reasons that do not fall within the definition of Force Majeure. “Go Live” of the system would mean when the Service Provider consultants has satisfactorily completed ERP system fitment testing, in writing, as per agreed scope of works (and/or Final Blueprint signed off by PA) and deliverables and Procuring Agency has successfully completed and certified in writing the completion of User Acceptance Testing of the OEM ERP system, notifying that ERP system is ready to accept live business operations. “Delays” means, any non-action from either side in performing its obligations counted in units of number days that have an adverse impact on the overall project schedule, affecting the end deadline as per agreed project plan will be a benchmark for determining the delay. “Error” would mean any configuration issue problem related to the work of Service Provider
Effectiveness of Contract:		
A2	GCC 7	The Service Provider shall be effective from the date of signature of the Contract by both parties.

Commencement of Services

A3	GCC 8	The Service Provider/ Bidder shall provide Non-Consultancy Services from the effective date of Contract.
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Starting Date / Expiration Date

A5	GCC 10	The Time period shall be _____
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Modifications (Supplement to GCC)

A6	GCC 12	CHANGE IN SCOPE OF SERVICES AND CHANGE ORDERS 1. In case any change is required to be made in the scope of the Services, either Party may make a request ("Change Request") in writing to the other Party to change the scope of the Work as outlined in Annex B and details of submitted technical proposal. Such Change Request shall include a description of the requested change, an assessment of its impact upon all aspects of the existing Services, the delivery schedule and a proposed plan for implementation of the change. 2. Upon receiving a Change Request, the receiving Party shall have a maximum fourteen (14) days in which to EITHER respond in writing accepting the change, or rejecting the change (giving written reasons for such rejection), OR to request negotiations with the requesting Party regarding the change. 3. Each Party shall use its best endeavors to reach an Contract in any such negotiations. 4. If there is any change in the Services agreed between the Parties pursuant to a Change Request, then such changes in the scope of the Work and other terms of this Contract including the delivery schedule hereunder shall forthwith be documented in a written Contract supplemental to this Contract.
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Program Schedule

A7	GCC 9	The Project Plan shall address the following subject: <i>[for example, specify:</i> <i>(a) Project Organization and Management Plan;</i> <i>(b) Delivery and Installation Plan</i> <i>(c) Training Plan</i> <i>(d) Pre-commissioning and Operational Acceptance Testing Plan</i> <i>(e) Warranty Service Plan</i> <i>(f) Task, Time, and Resource Schedules</i> <i>(g) Post-Warranty Service Plan</i> <i>(h) Technical Support Plan (if applicable)</i> <i>(i) etc.</i>
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		Within fifteen (15) days from the Effective Date of the Contract, the Contractor shall present a Project Plan to the Procuring Agency. The Procuring Agency shall, within fifteen (15)] days of receipt of the Project Plan, notify the Service Provider of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC. The Service Provider shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the Procuring Agency. The Procuring Agency shall, within five (5) days of resubmission of the Project Plan, notify the Service Provider of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non- conformities. When the Project Plan is free from non-conformities, the Service Provider shall provide confirmation in writing to the Procuring Agency. This approved Project Plan ("the Agreed and Finalized Project Plan") shall be Contractually binding on the Procuring Agency and the Service Provider.
		The Service Provider shall submit to the Procuring Agency the following reports: (a) <i>Monthly progress reports, summarizing:</i> (i) <i>results accomplished during the prior period;</i> (ii) <i>cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;</i> (iii) <i>corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;</i> (iv) <i>other issues and outstanding problems; proposed actions to be taken;</i> (v) <i>resources that the Service Provider expects to be provided by the Procuring Agency and/or actions to be taken by the Procuring Agency in the next reporting period;</i> (vi) <i>other issues or potential problems the Service Provider foresees that could impact on project progress and/or effectiveness.</i>
Obligation of the Service Provider		
A8	15	Standard of Performance 1. Service Provider will render the Services and deliver the deliverables to Procuring Agency as per the delivery schedule as set out in this Contract, based on the business requirements of Procuring Agency as shared and will be elaborated in greater detail during the Business blueprint phase of the project and as per scope defined in Annexure B. 2. In case, Service Provider foresees any delay in rendering of the implementation Services or delivery of the deliverable (as appended in the implementation services scope Annexure B), as attached with this Contract, for any reason whatsoever, Service Provider shall promptly inform Procuring Agency about the reasons for such delay. 3. Any bugs of software determined by Procuring Agency will be notified to Service Provider and Service Provider will coordinate and seek required support for prompt resolution by Service Provider product specialists and OEM of ERP.

		4. Service Provider shall apply all measures necessary to ensure the deliverable are fit and compliant with Procuring Agency business requirements as elaborated, and only after the document approval by Procuring Agency Project Director, the deliverable shall be released to Procuring Agency for acceptance testing. Service Provider shall remain responsible to the fitment and quality of deliverables up to handing over the system administratively along with the complete passwords and backend access of the system which may include in part or in its entirety of system landscape to Procuring Agency. 5. The configurations/ customizing/ enhancements/ development of and in the OEM's ERP product to enable complete compliance with Procuring Agency business requirements as set out in this Contract's scope of work and as will be more elaborated during the Business Blueprint phase of the project, is complete responsibility of Service Provider and constitute as part of deliverables. For avoidance of any doubt, it is clarified that the scope of the project and any customizations / enhancements / developments under any and all circumstances are limited to the OEM ERP modules mentioned in Bill of Materials. As part of this Contract Service Provider will only be responsible to develop the agreed Customizations per entity as Price Schedule (i.e. Workflows, Reports, Enhancements, Integrations and Forms excluding dashboards). 6. Service Provider does not undertake to perform any obligation of Procuring Agency, whether regulatory or Contractual, or to assume any responsibility for Procuring Agency's business or operations. 7. Service Provider shall remain accountable to deliver all agreed deliverables to Procuring Agency, ensuring complete satisfaction of Procuring Agency business process owners on the deliverables and receive written acceptance on each deliverable item delivered. Procuring Agency shall provide feedback within 5 working days of submission of the routine deliverables (Minutes of Meetings, feedback on customizations, Master Data Templates etc.), after which time the deliverable will be deemed accepted by Procuring Agency. Date for submission of major deliverables/milestones (Business Blueprint) will be taken from Procuring Agency, after required workshops, discussions and presentations by Service Provider to process owners has been done. This shall not exceed 10 days, excluding gazette holidays, from the date of final submission of document, after which time the document shall be deemed accepted. 8. Service Provider personnel physically located at Procuring Agency's facilities shall comply with all the workplace, ethics, standards and policies applicable to Procuring Agency's employees of which Procuring Agency will apprise the Service Provider in writing. 9. Service Provider will be responsible to provide a qualified team of Consultants to perform the Services. In case of replacements of any Consultant for any reason, the replacement Consultant should have equivalent qualifications subject to Procuring Agency's approval. The Service Provider deployed functional team would work 100% for Procuring Agency and no sharing of resources will be allowed. 10. Service Provider shall ensure that the deployed personnel shall render the Services under the direction of Service Provider Project Manager and Procuring Agency Project Director in accordance with the highest
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		standards of reliability and skill appropriate to such services. 11. Procuring Agency shall ensure that its nominated personnel for the project have expert level process insight of their respective domains, and shall render the Services under the direction of respective Business Process Owners, Service Provider Project Manager and Procuring Agency Project Director in accordance with the highest standards of reliability and skill appropriate to such services. 12. In event, any deliverables are marked as non-go-live-critical and their delivery is agreed and scheduled after the project go live with an agreed delivery time frame, Service Provider shall remain accountable for complete delivery of all such non-go-live-critical agreed deliverables within the agreed time frame after go live. In such a scenario, a partial payment may be mutually agreed between Procuring Agency and Service Provider. All the agreed (Reports, Forms, Enhancements, Integrations and Workflows) items and business requirements should be documented and locked within Business Blueprint Phase. Service Provider will remain responsible to correct any non-compliances to the business blueprint as will be documented and shared by Procuring Agency as part of system testing/ UAT. UAT scripts will be prepared by Service Provider and shared with Procuring Agency project team within 5 working days before this testing starts. 13. Service Provider will not move from one milestone to the next until written acceptance is received from Procuring Agency on the milestone completion. 14. The Parties will inform the other party the names & profiles of the nominated (power users / consultants) for deployment on the project team for the entire tenure of the project. 15. During the course of implementation services execution, Service Provider/Procuring Agency will not replace or change any deputed Personnel; unless - Requested by Procuring Agency/Service Provider, arising out of the non- Satisfactory services rendering - Force Majeure - Resignation of services from Service Provider/Procuring Agency - Termination of services by Service Provider/Procuring Agency In such case, Service Provider/Procuring Agency will provide replacement within fifteen (15) work days' time. Until the replacement is done, the affected resource will remain active on the project. Service Provider shall ensure that the performance of the Services will not be materially affected by changes in the identity of the Personnel performing the Services. PROJECT MANAGEMENT 16. Service Provider will nominate the Consultants who will be assigned to perform the Implementation Services and at the same time; Procuring Agency will also nominate their Project Team members who will be participating and coordinating with Service Provider in this project. Although each Party agrees to minimize the turnover of its personnel to be assigned to the project, it is agreed that each Party shall give written notice to the other Party of any changes in personnel assigned to perform
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		the Services. 17. Procuring Agency Project Management has the right to request the replacement of Service Provider member in case a lack of experience or below par performance is noted during the implementation phase of project life cycle, Service Provider has to act within the given period with the needed actions for resource replacement and ensuring the handover between the resources. 18. The project success is based on the fact that Service Provider and Procuring Agency maintain positive and can-do approach to all project tasks and associated assigned responsibilities, find practical solutions to pressing issues, remain committed and agile throughout the engagement having clear focus on business enablement and digitization of processes. 19. The project completion on time is dependent on the commitment, timely delivery of assigned deliverables ensuring quality and fitment to use, and ensuring Procuring Agency feedback remains in loop during the Business Blueprint, Training and User Acceptance Testing phases. 20. Project status meetings must be held every Monday, attended by business process owners and consulting track leads, along with project management team. 21. Project steering committee meetings must be held bi-monthly, sharing progress and to seek decisions on unresolved issues and shall be attended by Project Sponsors of Procuring Agency.
Liquidated Damages (GCC 20)		
A9	GCC 20	Liquidated Damages for Delay 1. Applicability In the event the Service Provider fails to achieve any Key Deliverable, Milestone or Sub-Milestone within the respective contractual timeline specified in the Project Plan and Annexure-E (Key Deliverables and Timelines), the Service Provider shall be liable to pay Liquidated Damages (LDs) for the delay, subject to the terms and conditions of the Contract. 2. Grace Period A grace period of ten (10) calendar days shall be allowed for each applicable Key Deliverable, Milestone or Sub-Milestone. No Liquidated Damages shall be imposed for delays falling within this grace period. Where the delay exceeds the said grace period, Liquidated Damages shall be calculated from the day immediately following expiry of the grace period until the actual date of completion/acceptance of the relevant Deliverable, Milestone or Sub-Milestone. 3. Rate of Liquidated Damages Where the Service Provider fails to timely achieve a Key Deliverable, Milestone or Sub-Milestone within the stipulated contractual timeline, Liquidated Damages at the rate of two percent (2%) per week or part thereof of the amount attributable to the delayed payment milestone/sub-milestone shall be imposed for the period of delay, after expiry of the applicable grace period. 4. Recovery of Liquidated Damages The Procuring Agency shall be entitled to recover the applicable Liquidated Damages from any amount due or becoming due to the Service Provider under the Contract and/or, where necessary, by encashment or adjustment against the Performance Security, without prejudice to any other rights and remedies available to the

		Procuring Agency under the Contract and applicable law. 5. Delays Attributable to the Procuring Agency Any delay arising directly and demonstrably from an act or omission of the Procuring Agency, or from any event for which the Procuring Agency is contractually responsible, shall not be taken into account in determining the period of delay for the purpose of Liquidated Damages, provided that the Service Provider has promptly notified the Procuring Agency in writing of such delay and its likely impact on the Project Plan and has taken all reasonable measures to mitigate its effects. 6. Maximum Liability The aggregate amount of Liquidated Damages recoverable from the Service Provider under the Contract shall not exceed the total amount of the Performance Security, unless otherwise expressly provided in the Contract or permitted under applicable law. 7. No Waiver The imposition or recovery of Liquidated Damages shall not relieve the Service Provider of its obligation to complete the delayed Deliverable, Milestone or Sub-Milestone and fulfil all other contractual obligations.																																		
Removal and / or replacement of Personnel																																				
A10	GCC 24	1. The replacement consultant of each module shall be interviewed by Project Director and assess the capability and to ascertain the business knowledge and requirements. The Offered replacement must be more qualified and possess relevant and proven experience.																																		
Terms and Conditions of the Payment																																				
A11	GCC 28	<table><tr><td></td><td>Milestones</td><td>Payment</td></tr><tr><td>1</td><td>License / Subscriptions and AMC <i>Payment for ERP Software Licenses shall be made upon activation of the respective software licenses, execution of the applicable OEM End User License Contract (EULA), issuance of OEM License Certificates, and successful verification by the Procuring Agency, in accordance with the Contract.</i></td><td>100%</td></tr><tr><td>2</td><td>Implementation Services as per Scope of Work<table><tr><td>Milestone</td><td>Payment</td></tr><tr><td>Enterprise Systems Transformation- On premise ERP</td><td>81%</td></tr><tr><td>Procurement Contracts & Supplier Management</td><td>2.7%</td></tr><tr><td>Talent Management- Learning</td><td>1%</td></tr><tr><td>Talent Management- Performance</td><td>1%</td></tr><tr><td>Data Transformation- ERP</td><td>1%</td></tr><tr><td>Analytics</td><td>7%</td></tr><tr><td>Business Process Re-engineering</td><td>3%</td></tr><tr><td>Fixed Asset Tagging & Evaluation</td><td>1%</td></tr><tr><td>PAA Application (Web-App & Mobile)</td><td>0.3%</td></tr><tr><td>Student Lifecycle Management</td><td>2%</td></tr></table></td><td>100%</td></tr><tr><td>3</td><td>Hosting and Managed Services <i>Payments for Hosting and Managed Infrastructure Services shall be made quarterly in arrears, based on the applicable monthly subscription charges, subject to achievement of the prescribed Service Levels (SLAs), verification of service performance and certification by the Procuring Agency. The maximum hosting period shall be thirty-six (36) months, unless terminated earlier in accordance with the Contract.</i></td><td>100%</td></tr></table>		Milestones	Payment	1	License / Subscriptions and AMC <i>Payment for ERP Software Licenses shall be made upon activation of the respective software licenses, execution of the applicable OEM End User License Contract (EULA), issuance of OEM License Certificates, and successful verification by the Procuring Agency, in accordance with the Contract.</i>	100%	2	Implementation Services as per Scope of Work <table><tr><td>Milestone</td><td>Payment</td></tr><tr><td>Enterprise Systems Transformation- On premise ERP</td><td>81%</td></tr><tr><td>Procurement Contracts & Supplier Management</td><td>2.7%</td></tr><tr><td>Talent Management- Learning</td><td>1%</td></tr><tr><td>Talent Management- Performance</td><td>1%</td></tr><tr><td>Data Transformation- ERP</td><td>1%</td></tr><tr><td>Analytics</td><td>7%</td></tr><tr><td>Business Process Re-engineering</td><td>3%</td></tr><tr><td>Fixed Asset Tagging & Evaluation</td><td>1%</td></tr><tr><td>PAA Application (Web-App & Mobile)</td><td>0.3%</td></tr><tr><td>Student Lifecycle Management</td><td>2%</td></tr></table>	Milestone	Payment	Enterprise Systems Transformation- On premise ERP	81%	Procurement Contracts & Supplier Management	2.7%	Talent Management- Learning	1%	Talent Management- Performance	1%	Data Transformation- ERP	1%	Analytics	7%	Business Process Re-engineering	3%	Fixed Asset Tagging & Evaluation	1%	PAA Application (Web-App & Mobile)	0.3%	Student Lifecycle Management	2%	100%	3	Hosting and Managed Services <i>Payments for Hosting and Managed Infrastructure Services shall be made quarterly in arrears, based on the applicable monthly subscription charges, subject to achievement of the prescribed Service Levels (SLAs), verification of service performance and certification by the Procuring Agency. The maximum hosting period shall be thirty-six (36) months, unless terminated earlier in accordance with the Contract.</i>	100%
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Taxes and Duties (GCC 13)																																				
A12	13.	The Contract Price shall include all applicable taxes within Pakistan excluding Provincial Sales Taxes on Services as the Procuring Agency is exempted from levy of such tax.																																		

Termination		
A13	GCC 14	TERM AND TERMINATION 1. The term ("Term") of this Contract will begin from the date of signing and will end after the expiry of 03 months Post Implementation Support. The planned timeframe for the project is 24 calendar months including 03 Months post implementation support. The term of the Contract may be extended through mutual Contract as may be required by the Parties. 2. Either party may terminate this Contract based on the following: a. If either Party materially breaches this Contract, the other Party may give written notice of its desire to terminate this Contract and the specific grounds for such termination and, if a breach which is capable of remedy is not so remedied within thirty (30) days of such a notice, the other Party may terminate this Contract immediately upon written notice of its desire to terminate. b. Either Party shall be entitled to terminate this Contract forthwith in the event of the other Party: i. going into compulsory or voluntary liquidation or winding up; or ii. assigning its property and/or assets for the benefit of its creditors materially affecting its abilities to perform this Contract; CONSEQUENCES OF TERMINATION 3. Upon termination of this Contract, Procuring Agency will be entitled to a copy of the deliverables to the extent completed by Service Provider up to the date of termination in the form in which the same exists at that time and the payments are settled in favor of Service Provider by Procuring Agency, after due adjustments up to completed tasks (in case of disagreement process of arbitration will be applied). 4. All material containing any Information acquired and/ or collected as part of engagement at Procuring Agency project, or having received such information during the course of this Contract shall be returned to the Party disclosing such information or at the request of the Party disclosing such information be deleted or destroyed by the receiving Party who shall certify such deletion/ destruction thereof up to the satisfaction of disclosing party.
Copy Rights (GCC 14)		
A14	14.3	The Procuring Agency may assign, license, or otherwise voluntarily transfer its Contractual rights to use the Standard Software or elements of the Standard Software, without the Service Provider's prior written consent, under the following circumstances: <i>[state: "none," or else specify: circumstances]</i>
A15	14.4	The Procuring Agency and Service Provider's rights and obligations with respect to Custom Software or elements of the Custom Software are as follows <i>[state: "not applicable" if Custom Software is not part of the System; otherwise, specify: items, rights, obligations, restrictions, exceptions, and provisos].</i> The Procuring Agency and Service Provider's rights and obligations with respect to Custom Materials or elements of the Custom Materials are as follows <i>[state: "not applicable" if Custom Materials are not part of the System; otherwise, specify: items, rights, obligations, restrictions, exceptions, and provisos].</i>

A16	14.5	If not applicable, state: “No software escrow Contract is required for the execution of the Contract;” otherwise, specify: maximum number of days during which a separate escrow Contract must be agreed upon with a reputable escrow agent and any specific rights and obligations that the Procuring agency wishes to establish in advance.
A17	14.6	Intellectual Property Rights and Source Code: The custom-developed mobile application, including all source code, object code, software components, configurations, customizations, technical documentation, databases, interfaces, and other materials specifically developed for the Procuring Agency under this Contract, shall be the exclusive intellectual property of the Procuring Agency . The Service Provider shall provide the Procuring Agency with the complete and unrestricted source code , together with all associated technical documentation and development materials, upon completion of the relevant development and implementation activities. The Service Provider shall not, without the prior written consent of the Procuring Agency, use, reproduce, modify, distribute, license, commercialize, disclose, or deploy the custom-developed application or any substantially similar derivative thereof for any third party or for any purpose other than performance of this Contract.
Software License Contracts (GCC 15)		
A18	15	The Standard Software license shall be valid [state: “throughout the territory of the Procuring Agency’s Country;” Use of the software shall be subject to the following additional restrictions [state: “none” or specify: restrictions]. The Software license shall permit the Software to be used or copied for use or transferred to a replacement computer [state: “provided the replacement computer falls within approximately the same class of machine and maintains approximately the same number of users, if a multi-user machine;” or specify: other necessary and appropriate restrictions on the replacement computer]. The Software license shall permit the Software to be disclosed to and reproduced for use (including a valid sublicense) by [state: “support service suppliers or their sub Contractors, exclusively for such suppliers or sub Contractors in the performance of their support service Contracts;” or specify: other necessary and appropriate support entities and terms], subject to the same restrictions set forth in this Contract. The proposed software may be validated by Procuring Agency time to time, the material differences/defects shall be communicated to the Service Provider for rectification. The Service Provider is bound to rectify/remove the anomalies to the satisfaction of the Procuring Agency.
Confidential Information (GCC 16)		
A19	16	The Service Provider shall execute a non-disclosure Contract (NDA) attached as Annex- G NDA

Documents		
A20		The Service Provider shall provide to the Procuring Agency documents as specified, if applicable.
Products Upgrade		
Inspections and Tests (GCC 29) / Quality Control Identifying Defects GCC 29)		
A21		INSPECTION AND TESTING (UAT Phase) 1. UAT shall be considered complete upon successfully meeting the testing criteria set forth for the respective test case. 2. Procuring Agency under supervision of Service Provider shall conduct testing of business processes, developments/ customizations and financial authorization control during UAT phase. FINAL ACCEPTANCE CERTIFICATE: The Final Acceptance Certificate (FAC) will be issued upon completion of agreed Post Implementation Support period and providing a certificate of completion by respective Project Director of Procuring Agency. For avoidance of any doubt, within 10 days of the request for the issuance of FAC, Procuring Agency shall either issue the FAC or give written list of open defects preventing such issuance. Upon delivery of these open items, FAC will be issued. In case Procuring Agency doesn't issue the FAC or list of open defects within 15 working days of request for FAC, the project shall be considered complete.
Defect Liability Period (GCC 30)		
A22	GCC 30	For Software, exceptions or limitations to the Service Provider's warranty obligations shall be <i>"None"</i>. The Warranty Period shall begin from the date of successful Go-Live of the System or Subsystem and extend for twelve (12) months. During the Warranty Period, the Contractor must commence the work necessary to remedy defects or damage within the Contractor shall deploy appropriately qualified technical personnel to the designated PAA location.
Insurance (GCC Clause 17)		
A23	GCC 17	The Insurance is not applicable to the Project.
Notices (GCC Clause 4)		
A24	GCC 4	Procuring Agency's address for notice purposes: For Pakistan Airports Authority Director P&D Pakistan Airports Authority, Headquarters Pakistan Airports Authority, Terminal -I, JIAP Karachi Pakistan —Service Provider's address for notice purposes:

Related Services		
A25		Related services to be provided as per the Scope of Work.
A26		NON-WAIVER: 1. No provision of this Contract may be waived or changed except in writing signed by the Party against whom such waiver or change is sought to be enforced. No delay on the part of either Party in exercising any right or remedy under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy under this Contract preclude any other or further exercise of such right or remedy. Failure of either Party to enforce compliance with any term, provision or condition of this Contract shall not constitute a waiver of such term or condition, and shall not constitute a precedent. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach. 2. The failure by either Party to insist upon strict performance of any of the provisions contained in this Contract shall in no way constitute a waiver of its rights as set forth in this Contract, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions set forth in this Contract.
A27		ENFORCEABILITY If any provision of this Contract is held to be unenforceable, such provision shall not affect the validity or enforceability of the remaining provisions. If any provision of this Contract, or portion thereof, shall be declared invalid or unenforceable such provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall nevertheless remain in full force and effect.
A28		ASSIGNMENT 1. Service Provider may transfer or assign this Contract or the rights granted hereunder to any successor upon the event of the sale or a merger of Service Provider with another entity or to a purchaser of all or substantially all of Service Provider assets with the assignee becoming Service Provider for all purposes under this Contract. 2. Except as provided herein, no Party may assign, sublease, extend or transfer, in whole or in part, this Contract or any of its rights and duties under this Contract without the express, prior written consent of the other Party. Any assignment in violation of this paragraph shall be void and of no effect. This Contract shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.
A29		LIMITATION OF LIABILITY 1. In no event, either Party shall be liable to the other for any special, indirect, incidental, punitive, contingent or consequential loss or damage suffered by the other Party, including but not limited to a loss of use, data, business, anticipated savings, profit, reputation, goodwill or revenue, arising out of or in connection with this Contract, whether as a result of a breach of this Contract or otherwise and whether such liability arises from any claim based upon Contract, warranty, tort, product liability or otherwise, and whether or not such Party has been advised of the possibility of such loss or damage except where such loss or damage

		has been the result of gross negligence, fraudulent and/or willful acts of either Party. 2. Procuring Agency agrees that if Service Provider shall be in default in the due performance of any Services, then provided that it shall remedy that default at its own expense and within a reasonable time of having been given written notice to do so by Procuring Agency, then Service Provider shall have no further liability to Procuring Agency in respect of such default.
A30		INDEMNIFICATION 1. Procuring Agency shall indemnify and keep indemnified Service Provider in full on demand from and against all loss, claims, demands, liabilities and expenses arising directly or indirectly out of any claim by a third Party that any information, data, copyright work, material, software, hardware or methodologies provided by Procuring Agency to Service Provider for use in rendering of the Services, or incorporated at Procuring Agency's request into the deliverables or any part thereof, or otherwise used in developing the deliverables or in the rendering of the Services at the request of Procuring Agency, infringes any rights of such third Party, PROVIDED THAT Service Provider shall promptly notify Procuring Agency in writing of any allegations of infringement of which it has notice and will not make any admissions without Procuring Agency's prior written consent. 2. Both Parties agree to defend or settle, any and all suits, proceedings and claims for (i) infringement or alleged infringement of any rights in and to patents, trademarks (registered or unregistered), service marks, design rights, copyright, rights to extract or re-utilize data from a database or other database rights, registered designs, applications extensions or renewals for any of the foregoing, know-how, confidential information and any other industrial or commercial property right whatsoever, (collectively referred to as "Rights") of any third Party arising out of use by either party of the Services rendered by Service Provider pursuant to or in connection with this Contract during the term of this Contract.
A31		POST IMPLEMENTATION SUPPORT 1. Service Provider shall provide post-implementation support services to Procuring Agency in accordance with relevant clauses of this contract with reasonable care and skill after the completion of implementation and Go Live.
A32		SUPPORT SERVICES During post go live implementation support period, the Bidder shall provide Help Desk Services for reporting errors and malfunctions and for trouble shooting problems. Bidder's Help Desk Services shall be web-based and/or by telephone lines and/or via e-mail. On-Site support will also be required as may require. Bidder must provide One Month Post Live Support and after the Post Go-Live Period, one resource as Resident Engineer should be included in the annual maintenance/support cost. Bidder's Help Desk Services shall include, but are not limited to, the following services: i. Assistance related to questions on the use of the software solution; ii. Assistance in identifying and determining the causes of suspected errors or malfunctions in the software solution; iii. Advice on detours or workarounds for identified errors or malfunctions, where reasonably available; and

		iv. Information on errors previously identified by PAA and reported to Bidder and detours to these where available; v. Help desk operations - Initial Response, Immediate telephonic response and support for usage related and other minor problems. Dial-in support for handling, minor bug fix. vi. Onsite support - On-site support for hand holding the users, database recovery and data synchronization after crash, performance tuning, bug fix, update for all critical functions. vii. OEM support – Ensuring the ERP Solution OEM services for system performance, performance tuning, upgrades etc. viii. Documentation - upgrade the Documentation system on any new releases and provide any updates of technical and functional manual
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