

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: [PAKISTAN AIRPORTS AUTHORITY HEADQUARTERS, TERMINAL-I, IIAP, KARACHI]
3.	1(o)	The Supplier is: [-----]
4.	1(t)	The title of the subject SLA 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 Services / Schedule of Requirements and performance of incidental services (if any) as stated in Annexure “----” Scope of Work / 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8.	2	(a) These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.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: I.T. 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 / Service Provider shall deliver the required in accordance with the Schedule of Requirements / Scope of Work, Annex-A, as per terms & conditions mentioned in the contract b) Intended commencement date: The Contract shall commence from the date specified in the Letter of Intent (LOI)/Letter of Acceptance (LOA) or from the date of signing of the Contract by both parties, whichever is applicable, as specified by the Procuring Agency. c) The Supplier/Service Provider shall ensure commencement of all required support and maintenance services immediate from the date of issuance of the LOI/LOA or signing of the Contract, as applicable, and shall thereafter provide continuous services throughout the Contract period. d) Part delivery shall not be applicable to the SLA services. However, the Supplier/Service Provider shall ensure that all required support arrangements, OEM support coverage and service resources are operational from the commencement of the Contract
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 commencement of all required support and maintenance services 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 provision of all required support and maintenance services 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) Contract Period: The Contract shall remain valid for a period of [01 Year / as specified in the Schedule of Requirements/Scope of Work] commencing from the Contract Start / Commencement Date, unless terminated earlier in accordance with the provisions of the Contract. e) Expiration Date: The Contract shall expire upon completion of the specified Contract period from the Contract Start Date, unless extended or terminated in accordance with the Contract. f) The Supplier/Service Provider shall maintain uninterrupted OEM support coverage and provide the required support and maintenance services throughout the entire Contract period up to the Expiration Date.
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: i. 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; ii. 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; iii. 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); iv. 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 provide the services 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 grace 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 arrange the services from other supplier / service provider 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 all risks, losses, damages, and liabilities of any nature whatsoever relating to the Services at the location specified by the procuring agency under the contract (Where applicable).
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	<u>The GCC Clause 23 and subsequent SCC above are removed in their entirety and replaced with the following SCC clauses: -</u> a) For due, satisfactory and timely provision of the Services, the Service Provider shall furnish to Pakistan Airports Authority a Performance Bond or Security Deposit equivalent to 10% (ten percent) of the total Contract value at the time of signing of the Contract, within 15 days. In case of non-submission of the required documents/security within the stipulated 15 days, the commencement of the Services shall be deemed to start after expiry of the said 15 days. b) The Service Provider shall keep the Performance Bond or Security Deposit valid until satisfactory completion of the Contract/SLA, including any approved extension thereof c) 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. d) The Supplier shall have no claim against the Purchaser in respect of interest on Security Deposit or depreciation of currency, what so ever. e) Upon satisfactory completion of the Services and fulfillment of all contractual obligations, the Security Deposit/Performance Bond shall be released/returned to the Service Provider upon request, subject to the terms of the Contract. f) In case of unsatisfactory performance, failure to provide the Services, or breach of any term or condition of the Contract, the Purchaser may, without prejudice to its other contractual rights and remedies, forfeit the Security Deposit or encash the Performance Bond, in whole or in part, as deemed appropriate 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 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 support and maintenance 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	<u>The GCC Clause 30 and subsequent SCC above are removed in their entirety and replaced with the following SCC clauses: -</u> 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 shall be made in Pakistani Rupees (PKR) on a quarterly basis against satisfactory provision of the contracted support and maintenance services, subject to compliance with the Scope of Work and agreed SLA requirements. b) The Supplier/Service Provider shall submit the invoice along with a Quarterly Service Report covering major incidents, preventive maintenance, hardware/software support activities, configuration changes and SLA compliance during the relevant period. c) Payment shall be processed after verification and acceptance of the services and Quarterly Service Report by the authorized representative of the Procuring Agency. Any applicable SLA deduction/penalty shall be adjusted from the amount payable d) The Supplier shall submit the following documents in original / copy (as specified) to Additional Director I.T. HQ PAA JIAP, Karachi, for processing payment against the contract: - - Original Bill/invoice (in triplicate). - Original Sales tax invoice (Excluding PST/SST on Services). - Copy of Contract & Amendment (if any). - Copy of NTN Certificate & Active Taxpayer Evidence (Sales Tax). - Copy of professional Tax Certificate (2025-2026) - Original Bank Account Detail. - Job Completion Certificate (Where applicable) e) Payment shall be made within sixty (60) days from the date of receipt of a complete and correct invoice along with the required supporting documents and acceptance of the services by the Procuring Agency. f) In any case payment shall be made to supplier after the signing of contract. g) 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 h) The Supplier shall ensure due payments of all the duties and taxes including that of Federal Government or the Provincial Government excluding provincial

		Sales Tax (PST/SST) on services. i) 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. j) Payment shall not relieve the Supplier/Service Provider from its continuing obligations regarding SLA compliance, support, maintenance, defect rectification and OEM support coverage throughout the Contract period
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 The Procuring Agency shall have the right to inspect and verify the support and maintenance services and covered equipment during the Contract period to ensure compliance with the Scope of Work and agreed SLA. (1) Inspection/verification may include equipment health, hardware status, network availability, incident/ticket records, preventive maintenance, software/firmware status, configuration backup, OEM support coverage and SLA performance. (2) The Supplier/Service Provider shall provide reasonable technical assistance and relevant service records required by the Procuring Agency for such inspection and verification. (3) Any defect, service deficiency or non-compliance attributable to the Supplier/Service Provider shall be rectified at no additional cost to the Procuring Agency within the applicable SLA timeframe. (4) The Supplier/Service Provider shall ensure that all covered equipment remains under valid OEM support throughout the Contract period and shall provide OEM support entitlement/contract details when required by the Procuring Agency. (5) Acceptance or verification of services by the Procuring Agency shall not relieve the Supplier/Service Provider from its continuing obligations under the Contract and SLA.
Correction of Defects, and Lack of Performance Penalty GCC 35 (WARRANTY)		
29.	35	<u>The GCC Clause 35 is removed in its entirety and replaced with the following SCC clauses:-</u> The Supplier/Service Provider shall maintain and support all support & maintenance services listed in Annex-A throughout the Contract period in accordance with the Scope of Work and agreed SLA a) The Supplier / Service Provider shall provide 24x7x365 remote technical support and onsite support as required, with a maximum response time of four (4) hours, as specified in the Scope of Work/SLA. b) Defective hardware components shall be repaired or replaced through the OEM support arrangement, where applicable, on Next Business Day (NBD) basis, and the Supplier/Service Provider shall ensure restoration of the affected service as soon as reasonably practicable.



		c) The Supplier/Service Provider shall be responsible for all labour, technical expertise, tools, transportation and other resources required for correction of defects and restoration of services where the fault is attributable to the Supplier/Service Provider's scope. d) Any failure to meet the agreed response, resolution, hardware replacement or other SLA requirements shall constitute SLA non-compliance and shall be subject to the applicable SLA deductions/penalties, as specified in the Contract. e) The Supplier/Service Provider shall coordinate with Juniper Networks/OEM JTAC and ATAC (In case of aggregation switches prolonged issues) for technical assistance, software recommendations, bug fixes and hardware replacement, where applicable, and shall ensure uninterrupted OEM support coverage for all equipment listed in Annex-A. f) In case of a major network outage or repeated service failure, the Supplier/Service Provider shall undertake corrective action and, where required, submit a Root Cause Analysis (RCA) report to the Procuring Agency. g) Any lapse, expiration, suspension or cancellation of the OEM support coverage during the Contract period shall be the responsibility of the Supplier/Service Provider, who shall ensure uninterrupted support entitlement for all covered equipment. h) Repeated or material failure to comply with the agreed SLA requirements may constitute non-performance and may result in further contractual action in accordance with the provisions of the Contract, including applicable deductions and action against Performance Security where contractually justified. i) The provisions of this Clause shall be read together with the Scope of Work and SLA/KPI requirements forming part of the Contract. In case of any conflict, the specific SLA requirements stated in the Contract shall prevail
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 sales tax (PST/SST) on 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 DGPA. 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.
Transportation	
33.	The Supplier/Service Provider shall be responsible for all labour, technical expertise, tools, transportation and other resources required for correction of defects and restoration of services where the fault is attributable to the Supplier/Service Provider's scope.
Related Services	
34.	The supplier shall be responsible to perform all incidental services as mentioned in the BOQ / Schedule of Stores.
Change Orders	
35.	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	
36.	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.

