

***Tender Fee: Rs. 2,000/-
(Non-Refundable)***

TENDER FORM

Tender # IT/02/26-27

Provide, Supply & Install Smart Classroom Solution

Date of Issue : July 23, 2026

Last Date of Submission : August 07, 2026 (03:00 PM)

Date of Opening of Tender : August 07, 2026 (03:30 PM)

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

Pay Order / Demand Draft # _____, Drawn on Bank _____

Amount of Rs. _____, Dated: _____

Notice Invitation Tender (NIT)**Tender Notice**

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of manufacturers/firms/companies/distributors/suppliers registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Provide, Supply & Install Smart Classroom Solution (IT/02/26-27)	Single Stage One Envelope	2%
Tender Fee & Dates		
<i>Fee:</i>	Rs. 2,000/-	
<i>Issuance start date:</i>	July 23, 2026, from 09:00 AM	
<i>Issuance end date & time:</i>	August 07, 2026, till 03:00 PM	
<i>Submission date & time:</i>	July 23, 2026, to August 07, 2026, from 09:00 AM to 03:00 PM	
<i>Site Visit (mandatory):</i>	July 27, 2026, at 10:00 AM at IBA Main Campus	
<i>Opening date & time:</i>	August 07, 2026, at 03:30 PM	

Tender documents can be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan to be generated from the IBA website at <https://tenders.iba.edu.pk> and deposited at any branch of Meezan Bank Ltd.

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) should be submitted/uploaded on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/>. The original Bid Security along with the Original Bid (duly signed and stamped) must be delivered to IBA, Karachi on below mentioned address before bid opening schedule. Bids will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend.

Please ensure that bid security, in the form of a Pay Order or Demand Draft, is submitted in favor of 'IBA Karachi' along with the tender.

N.B. (1) IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

(2) Only uploaded bid along with supporting documents will be accepted. In case there is a contradiction between bidder's EPADS submitted bid and manually submitted bid, bid submitted on EPADS will be considered valid for evaluation purpose.

REGISTRAR

IBA, Main Campus, Karachi University Enclave, Karachi-75270
UAN: 111-422-422, Fax: (92-21) 99261508
Contact Person: Executive Procurement on 38104700, Ext: 2155
Email: tenders@iba.edu.pk , IBA Website: <https://tenders.iba.edu.pk>
SPPRA EPADS Website: <https://portalsindh.eprocure.gov.pk/>

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1. Introduction

Dear Tenderer:

Thank you, the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SPPRA websites and leading newspapers on July 23, 2026, to "Provide, Supply & Install Smart Classroom Solution".

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA & several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them with the passage of time.

We expect to avail services/works/items of high standards meet our prime & basic specifications through this transaction.

Please contact Executive Purchase on 38104700 ext: 2155 for any information and query

Thank you.

-sd-

Registrar

2. Instructions

a) **Sign & Stamp**

It is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document according to the requirement. The tender document will be accepted ONLY on the IBA's prescribed Tender Document available on IBA's Website.

b) **Filling of Tender Form**

It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.

c) **Collection of Tender**

You can collect the Tender Document from the office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from July 23, 2026, to August 07, 2026, during working 09:00 AM to 03:00 PM or directly from IBA website or SPPRA EPADS portal.

d) **Tender Number**

Please mention "Tender Number" at top left corner of the envelopes. IBA, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 any may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules.

e) **Communication**

Any request for clarification regarding technical specification should be submitted in writing to:

Contact Person (IBA):	Executive Procurement Institute of Business Administration, Main Campus, University Enclave, Karachi
Tel #:	021 38104700; Ext 2155
Email:	tenders@iba.edu.pk

f) **Submission of Documents and Address**

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) should be submitted / uploaded on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/>. The original Bid Security along with the Original Bid (duly signed and stamped) must be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, University Road, Karachi till 03:00 PM on August 07, 2026. **Tender Documents received by fax or email will not be accepted.**

g) Date of Opening of Tender

Bid will be opened on August 07, 2026, on 03:30 PM at IBA Main Campus, in presence of representative bidders who may care to attend.

h) Rights

Competent authorities reserve the rights to accept or reject any quotation / tender without any reason thereof.

i) Location of Deliveries

Supply will be delivered at IBA Store, Main Campus, University Enclave, University Road, Karachi. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

m) Site Survey

The Bidder must survey the site on;

- Date: July 27, 2026
- Time: 10:00 AM
- Location: IBA Main Campus, University Road, University Enclave, Karachi.
- Contact Person: Mr. Mansoor Ali
- Contact No. +92 333 2352536

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** Provide, Supply & Install Smart Classroom Solution.
- (c) **Procuring Agency's address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Forty-Five Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the Tender Document is August 07, 2026, by 03:00 PM on SPPRA EPADS portal. The original Bid Security along with the Original Bid (duly signed and stamped) must be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, University Road, Karachi till 03:00 PM on August 07, 2026. The Tender will be opened on the same day at 03:30 PM in the presence of representatives who may care to attend.
- (g) **The venue, Time, and Date of Bid Opening:** The Tender will be opened on August 07, 2026, at 03:30 PM at IBA Main Campus, University Enclave, University Road, Karachi in the presence of representatives who may care to attend.
- (h) **Time for Completion from written order of commencing:** 45 days.
- (i) **Liquidity damages:** In the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before the expiry of such period giving reasons or justification for delay. However, the purchaser reserves the right to take the following actions:
- 1) Evaluate the request for extension in the delivery period as per its merit and may consider extension in delivery period or otherwise.
 - 2) May cancel the contract.
 - 3) Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.
- (j) **Contract Agreement:** Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising stamp duty of 0.35% (converted amount in PKR) of the total value of Bid offered in response to the tender. Stamp duty will be paid by the bidder.
- (k) **Deposit Receipt No:** _____ **Dated:** _____
Amount (in words and figures): _____
Pay Order / Demand Draft #: _____, **Amount: Rs.** _____
Drawn on Bank: _____, **Dated:** _____
#, Amount :Rs.....Drawn on Bank..... Dated.....

Stamp & Signature

4. Terms & Conditions

a) Bid Security

Bid Security, in the shape of a bank draft/pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 2% (converted amount in PKR) of the total cost of bid, should be submitted along with the tender documents.

b) Performance Security

Successful bidder should provide 5% Performance Security of the total value of the Letter of Intent/Acceptance in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery or Completion of the contract.

c) Validity of the Tender

All proposals and prices shall remain valid for 45 days from the closing date of the submission of the proposal. However, the Manufacturer/Firm/Company/Distributor/Supplier is encouraged to state a longer period of validity for the proposal.

d) Currency

All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

e) Ownership

The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA.

f) Arbitration and Governing Law

This tender and any contract executed under this tender shall be governed by and construed following the laws of Pakistan. The IBA and all Manufacturer/Firm/Company/Distributor/Suppliers responding to this tender and parties to any contract executed according to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

g) Acceptance of Tender

The IBA reserves the right not to accept the lowest and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide a demo unit that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

h) Support Capabilities

The Manufacturer/Firm/Company/Distributor/Supplier should indicate the support capabilities for all the hardware and software provided during the warranty.

Stamp & Signature

i) Compliance to Specifications

The Manufacturer/Firm/Company/Distributor/Supplier shall provide information as per requirements given in BoQ. However, Manufacturer/Firm/Company/Distributor/ Suppliers can submit multiple solutions. Manufacturer/Firm/Company/Distributor/ Supplier may not propose/supply any kind of refurbished hardware equipment/ components in their proposals.

j) Cancellation

IBA reserves the right to cancel any or all the above items if the material is not in accordance with its specifications or if the delivery is delayed.

k) Invoice

Invoice/bill should be submitted to Purchase Department.

l) Stamp Duty

Stamp duty 0.35% against the total value of the Letter of Intent/Acceptance will be levied accordingly.

m) Delivery Time

Within 06 weeks after receiving the Letter of Intent/Acceptance.

n) Payment Terms

All payments will be made after the complete delivery, installation and commissioning of required items as per the Bill of Quantity, within 30 working days after submission of the commercial invoice.

o) Packing & Transportation

All Equipment shall be individually packed in standard packing provided by the manufacturer for onwards transportation and delivery. Any item damaged during transportation will be replaced by the bidders at their own cost.

p) Default

If the Bidder fails to timely deliver items or services as per Bill of Quantity, IBA, Karachi reserves the right to penalize and may also terminate the contract.

q) Force Majeure

The Supplier shall not be held liable in the event of their failure to comply with the delivery schedule of the ordered items(s) for reasons of Force Majeure including to war and other instabilities invasion, the act of foreign enemies, embargo, civil war etc.

r) Increase in Price

No increase in the value of the above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, the scope of supply or services and or any other head of account shall be allowed.

Stamp & Signature

5. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the Bidder;

M/s. _____, the Bidder hereby declares that:

- (a) Its intention not to obtain the Provide & Supply work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the Bidder represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide & Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/Bidder/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

This integrity pact is mandatory requirement other than auxiliary services / works.

Stamp & Signature

6. Bidder Qualification Criteria

S.No.	Mandatory Eligibility Criteria	Remarks Yes / No	Required Supporting Documents
1.	Relevant experience of at least last three (03) years		One Relevant Purchase Order/Contract of each year.
2.	Last 3 years' turnover with a minimum of 07 million (per year) on average		Audited Financial Statement and Annual Income Tax Return of last three years.
3.	Active Income Taxpayer at the time of submission of the bid		NTN and STRN registration certificates.
4.	Active Sales Taxpayer		Copy of Last month's Sales Tax & Services Tax return.
5.	Original Equipment Manufacturer (OEM) or authorized partner/distributor/reseller.		Authorized Certificate.
6.	Non-Blacklist and No Litigation		Affidavits for both

Note: Bidder must submit all the Supporting Documents for evaluation.

Stamp & Signature

7. Technical Specifications

Item No.	Equipment Name	Key Specifications	Connectivity / Power	Notable Features
1	Enterprise-Grade Networked PoE Video Camera	4K@30fps, Sony 1/2.8-inch UHD CMOS (8.46MP), 12x optical zoom, ≥50dB low-light performance, 72.5° wide angle	HDMI 1.4, 3G-SDI, USB 3.0 UVC, RJ-45 PoE	AI-powered tracking compatibility, triple video output, single-cable installation
2	Intelligent AV Auto-Tracking Controller	Supports up to 6 PTZ cameras, 4K@30fps processing, 256GB Micro SD support	HDMI In/Out, USB 3.0, PoE (802.3af), DC 12V	AI posture recognition, image stitching, camera scheduling and orchestration
3	AI-Enhanced Spatial Acoustic Intelligence Array	128-mic MEMS array, 16 assignable zones, 8m pickup radius, 35dB noise suppression, 65dB(A) SNR	Dante audio network, PoE+	AI-driven reverb suppression, echo cancellation, beamforming
4	4-Channel Dante Digital Audio Processor	4x4 Analog I/O, 4x4 Dante I/O, 113dB dynamic range, <3ms latency, AEC 512ms / 60dB	PoE 48V, DC 12V	ADI SHARC DSP, 18dB ANS improvement, THD+N < -95dB
5	Plug-and-Play Dante Audio Interface	2x2 audio channels, 48kHz / 24-bit, selectable latency (1ms/2ms/5ms)	USB-powered (5V DC), UAC driverless interface	USB-to-Dante conversion, Windows/Mac plug-and-play
6	Dante Coaxial Ceiling Loudspeaker	6.5-inch woofer, 1-inch tweeter, 65Hz–20kHz response, 89dB sensitivity, 111dB max SPL, 30W RMS	Dante over RJ45, PoE (802.3af/at/bt)	Built-in DSP and amplifier, 120° x 120° coverage
7	High-Performance 8-Port Gigabit PoE+ Managed Switch	8x Gigabit RJ45 ports, 16Gbps switching capacity, ≥11.9 Mpps, 150W PoE budget	IEEE 802.3af/at, 100–240VAC internal PSU	QoS prioritization, rack-mountable, active cooling, jumbo frame support

 Stamp & Signature

8. Bill of Quantity

Item	Parts	Description	Quoted Model	Quoted Brand	Qty	UoM	Unit Price	Total Price
Smart Classroom Solution	TR-PTZ-110 AI Tracking PTZ Camera or equivalent	8.5AI Tracking Camera: 14K, 12x optical zoom, 16x digital zoom, FOV: 72.5°–6.3°, PTZ Horizontal: -130°~+130°, Vertical: -30°~+90°, 256 preset points, Color: Gray, Size: 245145*164mm, Weight: <2KG, Ports: HDMI 1.4, 3G-SDI, USB3.0, USB2.0, RJ45, LINE-IN, REF, DC			1	Each		
	PA-MR-CMU-04 Ceiling Microphone or equivalent	Ceiling type microphone: 128 units array, 8m pickup radius, 1000 forming beams, 16 configurable areas, AI noise suppression, AI echo cancellation, AGC, Size: 59759753.5mm, Net weight: <5kg			2	Each		
	TR-DDFD-107 AI Tracking Box or equivalent	Size: 119x104x29mm, Video Compression: H.265/H.264/MJPEG, Video Input: Max 4KP30, AI algorithm video switching, Ports: HDMI-IN, HDMI-OUT, USB2.0, USB3.0, RJ45, TF card socket			1	Each		
	TR-DDFD-108 Dante Adaptor or equivalent	Black color, Power: USB 5V, Size: 1903532mm, Sampling Rate: 48KHz			1	Each		
	TR-DDFD-109 DSP or equivalent	Processor: 400 MIPS, 1.6 GFLOPS, Color: Black, Sampling rate: 48kHz, +100 ppm			1	Each		
	AV-PA-24 Ceiling Speakers or equivalent	Full-range coaxial ceiling speaker, Dante Audio Protocol, Compatible with 802.3af/at/bt (PoE), Woofer: 6.5-inch polypropylene composite cone + NBR rubber surround, Tweeter: 1-inch silk dome, Neodymium magnet, 360° rotatable, Frequency response: 65Hz–20kHz (+3dB), RMS power:			4	Each		

	30W, Mounting depth: 197mm						
AV-SWIT24 Network Switch or equivalent	8-Port Gigabit PoE+ Managed Switch, 8x RJ45 ports, Auto-negotiation/MDI/MDIX, IEEE 802.3af/at compliant, Switching capacity: 16Gbps, Packet forwarding rate: ≥11.9Mpps, MAC address table: 4K entries			1	Each		
AV-MMP-23 CAT6 Cable or equivalent	Standard CAT6 cable			1	Each		
DS-CT-126 HDMI Cable or equivalent	Fibre optic HDMI cable, 10 meters			2	Each		
AV-MMP-23 Extension Cable or equivalent	Extension cable / converter			1	Each		
DS-CT-123 RJ45 Connector or equivalent	RJ45 connector			1	Each		
AV-MMP-23 USB Extension Cable or equivalent	USB 3.0 extension cable, 15 meters			1	Each		
AV-ACU-48 or equivalent; Installation, Programming, Testing, Commissioning and Integration of complete system with training of supplied equipment.				1	Job		
Warranty	3 years onsite comprehensive warranty and support						
Total Amount of Supplies without Tax in PKR							
18% GST (on applicable items only)							
Total Amount of Services without Tax in PKR							
15% SST (on applicable items only)							
Grand Total Amount with All Taxes in PKR							

Total Amount Rupees (in words) _____

Stamp & Signature

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s _____

Contact Person _____

Address _____

Tel # _____ Fax _____

Mobile _____ email _____

Stamp & Signature

9. General Conditions of Contract

Provide, Supply & Install Smart Classroom Solution

THIS AGREEMENT is executed at KARACHI, on this day _____, 2026.

BETWEEN

The **Institute of Business Administration, Karachi** having its office at Main Campus, University Enclave, University Road, Karachi, through its **Registrar**, hereinafter referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors, and assigns) of the FIRST PART.

AND

M/s _____, having its office at _____, hereinafter referred to as "**SUPPLIER**" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors, and assigns), through its proprietor, Mr./Ms. _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain 'Provide, Supply & Install Smart Classroom Solution' vide Tender # IT/02/26-27 (IBA requirement) up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide, Supply & Install Smart Classroom Solution". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Provide, Supply & Install Smart Classroom Solution", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of 'Provide, Supply & Install Smart Classroom Solution' to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

- 1.3 "THE SUPPLIER" will coordinate their work with Manager IT of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed 'Provide, Supply & Install Smart Classroom Solution'.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

Article II

SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to 'Provide, Supply & Install Smart Classroom Solution' in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery time within 45 working days after the issuance of Letter of Acceptance/Intent.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) whatsoever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/02/26-27.

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. _____ (inclusive of all taxes) 'Provide, Supply & Install Smart Classroom Solution' vide tender # IT/02/26-27 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;
- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per the Letter of Intent/Acceptance, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Letter of Acceptance or Letter of Intent. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Desktops and LEDs with accessories and devices.
- 3.3 Payment will be made after complete delivery, installation and commissioning of required items as mentioned in BoQ and after submission of commercial invoice in 30 working days.

- 3.4 Performance Security 5% of total amount of the Letter of Acceptance/Intent will be provided by the Supplier/Party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp papers challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional (other than Sales/Service Tax) will be paid/borne by SUPPLIER as per SRO/Notification.

Article IV **ARBITRATION**

- 4.1 In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person under them, arising out of or in respect of this Letter of Intent or the subject matter hereof, the same shall be referred to and finally resolved by arbitration under the Arbitration Act, 1940, as amended from time to time. The arbitration shall be administered in accordance with the rules and procedures of the Alternative Dispute Resolution International Center (ADRIC) at the Institute of Business Administration (IBA), Karachi.
- 4.2 The arbitration shall be conducted by a sole independent arbitrator mutually agreed upon by the parties. If the parties fail to agree on an arbitrator within fifteen (15) days of a written request by either party, the arbitrator shall be appointed in accordance with the rules of the ADRIC. The seat and venue of arbitration shall be Karachi, Pakistan, and the proceedings shall be conducted in the English language. The substantive and procedural laws of Pakistan shall apply. Subject to the foregoing, the parties agree that the courts at Karachi shall have exclusive jurisdiction.

Article V **TERMINATION**

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 30 day's notice.

Article VI **INDEMNITY**

- 6.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VII

WARRANTY

- 7.1 M/s _____ should provide 03 years comprehensive onsite warranties and support for 'Provide, Supply & Install Smart Classroom Solution'.

Article VIII

NOTICE

- 8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article IX

INTEGRITY PACT

- 9.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 9.2 Without limiting the generality of the forgoing the M/s _____, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 9.3 M/s _____, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s _____, agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s _____ as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X

SEVERABILITY

- 10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XI
MISCELLANEOUS

- 11.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 11.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 11.4 All terms and conditions of tender vide # IT/02/26-27 will be the integral part of this agreement and can't be revoked.