



Tender Fee: Rs. 5,000/-
(Non-Refundable)

TENDER FORM

Tender # IT/05/26-27

Provide & Supply Endpoint & Server Protection (XDR) with Support

Date of Issue : September 04, 2026
Last Date of Submission : September 18, 2026 (03:00 PM)
Date of Opening of Tender : September 18, 2026 (03:30 PM)

Company Name: _____

NTN: _____, SRB Registration Number: _____

GST Registration Number: _____

Pay Order / Demand Draft # _____, Dated: _____

Amount of Rs. _____, Drawn on Bank: _____



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 Endpoint & Server Protection (XDR) with Support (IT/05/26-27)	Single Stage One Envelope	PKR 300,000/=
Tender Fee & Dates		
Fee: Rs. 5,000/- Issuance start date & time: September 04, 2026, at 09:00 AM Issuance end date & time: September 18, 2026, at 03:00 PM Submission date & time: September 04, 2026, to September 18, 2026, from 09:00 AM to 03:00 PM Opening date & time: September 18, 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/>

C O N T E N T S

1. Introduction	Page 4
2. Instructions	Page 5
3. Bidding Data	Page 7
4. Terms & Conditions	Page 8
5. Integrity Pact	Page 11
6. Bidder Qualification Criteria	Page 12
7. Project Summary	Page 13
8. Technical Specification & Bill of Quantity	Page 13
9. General Conditions of Contract	Page 15

1. Introduction

Dear Tenderer:

Thank you for the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SPPRA EPADS websites and leading newspapers on September 04, 2026, to "Provide & Supply Endpoint & Server Protection (XDR) with Support".

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 over time.

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

Please contact Manager Procurement on 38104700 ext: 2156 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 every page. Moreover, attach the required supporting documentation 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 mandatory to fill 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 the item/column name or number etc that referred to 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, University Road, Karachi from September 04, 2026, to September 18, 2026, during working 09:00 AM to 03:00 PM or download directly from IBA website www.tenders.iba.edu.pk

(d) **Tender Number**

Please mention "Tender Number" at the top left corner of the envelopes. IBA, Karachi may reject any bid subject to the relevant provision of SPP Rules 2010 and may cancel the bidding process at any time before 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, University Road, Karachi
Tel #:	021 38104700; Ext 2155
Email:	tenders@iba.edu.pk

Stamp & Signature

(f) Submission of Documents and Address

Separate envelopes clearly labelled for 'Original Document', 'Copy' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can 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 September 18, 2026. **Tender Documents received by fax or email will not be accepted.**

(g) Date of Opening of Tender

The bid will be opened on September 18, 2026, at 03:30 PM in presence of representative bidders who may care to attend.

(h) Rights

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

(i) Invoice Submission

Invoice/bill should be submitted to Purchase Department.

(h) Clarification / Proof

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The manufacturer/firms/companies/distributors/ suppliers should also provide copy(ies) of the certificate(s) etc. as proof of their claim.

Stamp & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** Provide & Supply Trend Micro Endpoint & Server Security with XDR licenses.with Support.
- (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 in a sealed envelope is September 18, 2026, by 03:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, University Road, Karachi. 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 September 18, 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:** 30 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:** _____

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 total value of Purchase Order / Work Order 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 of the above items if the material is not in accordance with its specifications or if the delivery is delayed.

k) Stamp Duty

Stamp duty 0.35% against the total value of Purchase / Work Order or Letter of Acceptance will be levied accordingly.

l) Delivery Time

30 days from the issuance of Purchase/Work Order/Letter of Acceptance.

m) Payment Terms

100% payment after successful subscription of the required solution at IBA, Karachi.

n) Inspection/Testing

Head of Procurement in the coordination of technical department will inspect the items as per specifications after arrival at stores/end user and will carry out necessary testing of equipment and render a Certificate of Correctness.

Material of this order is subject to final inspection from the Competent Authority Technical Team at the time of delivery.

o) Secrecy & Confidentiality

All stakeholders will be responsible to maintain secrecy/ confidentiality of information /Data shared during all stages of Bidding/ Contract.

p) Default

If the Bidder fails to timely deliver items/services as per BoQ, 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.

Stamp & Signature

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 and or any other head of account shall be allowed.

s) Applicable Taxes

GST or SST will be paid on applicable items only.

t) Liquidated Damages

Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery or work up to 10% of the total contract value.

u) Increase in Taxes

Any increase in taxes, the IBA should not be responsible, but, if any taxes are reduced, the IBA should get its benefit.

v) Licensing Rights

The Bidder/ Service Provider must have right from the source and have NOC from concerned licensing authority in Pakistan.

w) Genuinely

The Bidder/Service Provider must provide genuine product and software license. If found forged/tempered, at any stage would categorically debar for further services and legal actions would be taken.

x) Location of Delivery

All required product and support will be delivered directly to the location, as per the discretion of IBA. If product and support delivered is not conforming to the specifications and bill of quantity, it will not be accepted.

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 is 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 instruments, 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/supplier/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 a 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 30 million (per year) on average		Complete 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, STRN and SRB 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.	No litigation and non-blacklisted		Affidavits for both required

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

Stamp & Signature

7. Project Summary

Institute of Business Administration, Karachi (IBA) requires 'Provide & Supply Endpoint & Server Protection (XDR) with Support (TrendMicro)' including;

- a) End to end deployment of the Managed Detection Services and Solution as per Bill of Quantity.
- b) Solution/Licenses with support for one year 24x7x365 including (Alert Investigator), (Incident Responder).
- c) Technical support and upgrade.
- d) Included mentioned and necessary software with licenses and support.

8. Technical Specifications & Bill of Quantity

Provide & Supply Endpoint & Server Protection (XDR) with Support.

b) Bill of Quantity

S.No.	Description	Quantity	Unit Price	Total Amount
1	Endpoint Security with XDR - Essential	1100		
2	Server Security with XDR - Pro	25		
3	Full Time On-Site Resident Engineer-Entire Contract Term-1 Resource	1		
	Total Amount			
	15% SST			
	Total Amount with All Taxes Included			

Grand Total 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 Endpoint & Server Protection (XDR) with Support

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

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Syed Muhammad Wajeeh Zaidi (Head of ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s _____, having its office at # _____, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its CEO _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply Endpoint & Server Protection (XDR) with Support vide tender # IT/05/26-27 for the Provide & Supply Endpoint & Server Protection (XDR) with Support (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provide & Supply Endpoint & Server Protection (XDR) with Support" and "THE SERVICE PROVIDER" have offered to render all kind of Provide & Supply Endpoint & Server Protection (XDR) with Support including but not limited to the "Provide & Supply Endpoint & Server Protection (XDR) with Support" of the proposed work 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 SERVICE PROVIDER" as their official for the specific purpose of "Provide & Supply Endpoint & Server Protection (XDR) with Support" discussions in respect of the same with "IBA" before the determination of Provide & Supply Endpoint & Server Protection (XDR) with Support to provide with any/all other relevant details for presentation to "IBA" for Provide & Supply Endpoint & Server Protection (XDR) with Support. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I
DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to Provide & Supply Endpoint & Server Protection (XDR) with Support to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with Sr. Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed Provide & Supply Endpoint & Server Protection (XDR) with Support.
- 1.3 This Agreement shall be in effect from _____, 2026 for 01 year and subject to the SERVICE PROVIDER inspection of the service to ensure that they are in working order.
- 1.4 "THE SERVICE PROVIDER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by "THE SERVICE PROVIDER".

Article II
SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Provide & Supply Endpoint & Server Protection (XDR) with Support in accordance with the Description & Specification.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 THE SERVICE PROVIDER must have right from the source and have NOC from concerned licensing authority in Pakistan.
- 2.4 "THE SERVICE PROVIDER", will provide the Provide & Supply Endpoint & Server Protection (XDR) with Support directly on official address of IBA, Karachi to Syed Muhammad Wajeih Zaidi at his email address smwzaidi@iba.edu.pk
- 2.5 "THE SERVICE PROVIDER" 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.
- 2.6 No pirated / forged / tampered material would be accepted. In later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.
- 2.7 End to end deployment of the procured product.
- 2.8 The necessary service support should be provided by "THE SERVICE PROVIDER" during the agreement period.

2.9 SERVICE PROVIDER will ensure the following:

- 2.9.1 THE SERVICE PROVIDER will be responsible for the smooth functioning acquired software as per BOQ.
- 2.9.2 THE SERVICE PROVIDER should ensure Free software updates and upgrades during the licensing period.
- 2.9.3 THE SERVICE PROVIDER shall coordinate with OEM (Original Equipment Manufacturer) to support for configuration issues and hardware repair replacement.
- 2.9.4 THE SERVICE PROVIDER shall provide patches / upgrades of appliance during the contract period without any extra cost to IBA.
- 2.9.5 THE SERVICE PROVIDER shall provide onsite support.
- 2.9.6 THE SERVICE PROVIDER will also responsible for Complete Installation, configuration.
- 2.9.7 This contract would be for 1 year.

CALL LOGGING PROCEDURE

In case of any issue, call would be log to following email address / focal person

Email: _____

Phone: _____

Support Manager: _____ Cell: _____

Account Manager : _____ Cell: _____

Article III **REMUNERATION**

- 3.1 The charge(s)/cost(s) offered by the Supplier/Service Provider is Rs. _____/- total for three-years (inclusive of all taxes) 'Provide and Supply Network Switches with Support', 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 Work Order, of the total cost will be imposed in case of delayed delivery. "THE SERVICE PROVIDER" have to deliver the required number of Licenses ENDPOINT PROTECTION (Antivirus) to IBA.
- 3.3 Performance Security 5% of total amount of Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.4 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.

- 3.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by “THE SERVICE PROVIDER” as per SRO/Notification.

Article IV
ARBITRATION

- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V
TERMINATION

- 5.1 “IBA” may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day’s notice.

Article VI
INDEMNITY

- 6.1 “THE SERVICE PROVIDER” 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 SERVICE PROVIDER”, as a result of any defect in the title of IBA or any fault, neglect or omission by the “THE SERVICE PROVIDER” which disturbs or damage the reputation, quality or the standard of services provided by “IBA” and any person claiming through the IBA.

Article VII
NOTICE

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

Article VIII
PAYMENT TERM

- 8.1 100% payment after successful subscription of the required solution at IBA, Karachi.

Article IX

RENEWAL

9.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

Article X **INTEGRITY PACT**

- 10.1 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).
- 10.2 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.
- 10.3 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.
- 10.4 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 XI **MISCELLANEOUS**

- 11.1 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.
- 11.2 The validity of the contract will be effective from the date of issue of Purchase/Work Order.

11.3 All terms and conditions of Tender vide # IT/05/26-27 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.