

***Tender Fee: Rs. 10,000/-
(Non-Refundable)***

TENDER FORM

Tender # IT/03/25-26 Provide and Supply SANGFOR IAG with Support

Date of Issue : September 5, 2025

Last Date of Submission : September 19, 2025 (3:00 PM)

Date of Opening of Tender : September 19, 2025 (3:30 PM)

Company Name: _____

NTN: _____, **SRB Registration Number:** _____

GST Registration Number: _____

Pay Order / Demand Draft # _____, **Dated:** _____

Amount of Rs. _____, **Drawn on Bank:** _____

Notice Inviting Tender (NIT)

Tender Notice

The Institute of Business Administration (IBA) Karachi, invites online bids on SPPRA EPADS from tax-compliant Manufacturers / Dealers / Distributors / Suppliers / Service Providers, registered with the relevant tax authorities and SPPRA EPADS, for the following tender:

Tender Title (Ref. No.)	Procedure	Bid Security
Provide and Supply SANGFOR IAG with Support (IT/03/25-26)	Single Stage One Envelope	2%
Tender Fee and Dates		
<p>► <i>Tender Fee:</i> Rs. 10,000/-</p> <p>► <i>Issuance start date:</i> September 5, 2025, from 9:00 AM</p> <p>► <i>Issuance end date and time:</i> September 19, 2025, till 3:00 PM</p> <p>► <i>Submission date and time:</i> September 5, 2025, to September 19, 2025, from 9:00 AM to 3:00 PM</p> <p>► <i>Opening date and time:</i> September 19, 2025 at 3:30 PM</p>		

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: Sr. Executive Procurement on 38104700, Ext: 2152
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 for your interest in responding to the IBA's advertisement which floated on IBA and SSPRA websites on September 5, 2025 "Provide and Supply SANGFOR IAG 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 and several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools and the assessment and testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards and academic traditions it had inherited from Wharton and USC while adapting and adjusting them over time.

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

Please contact Senior Executive Procurement on 38104700 ext: 2152 for any information and query.

Thank you.

-sd-

Registrar

2. Instructions

(a) **Sign and Stamp**

It is necessary to fill in the Tender Form meticulously and sign and 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 the IBA's Website.

(b) **Filling in the 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 unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper and clearly mention the item/column name or number etc. that referred to the column/item of the Tender Form.

(c) **Collection of Tender**

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.

(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 the bid or proposal as per Rule-25(i) of said rules.

(e) **Communication**

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

Contact Person (IBA):	Senior Executive Procurement Institute of Business Administration, Main Campus, University Enclave, Karachi
Tel #:	021 38104700; Ext 2152
Email:	tenders@iba.edu.pk

Stamp and Signature

(f) Submission of Documents and Address

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) to be submitted on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/> by September 19, 2025 till 3:00 PM. The original Bid Security along with the Original Bid (duly signed and stamped) be delivered to IBA, Karachi on above mentioned address before bid opening schedule.

(g) Rights

Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof. Also, the Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason. IBA also reserves the right to issue a Purchase Order for any single item to different lowest responsive bidders or for all the items to any lowest responsive bidder.

(h) Point of Delivery

Supply will be delivered at the IBA Stores, University Enclave Karachi. IBA is not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

(i) 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 a copy(ies) of the certificate(s) etc. as proof of their claim.

(j) Conditional / Optional / Alternate Bids

Such bids will not be accepted.

Stamp and Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Item/Services:** Provide and Supply SANGFOR IAG with Support.
- (c) **Procuring Agency's Address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total (tax included) 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 (45) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the Tender Document is September 19, 2025, by 3:00 PM on SPPRA EPADS portal. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend. 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
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on September 19, 2025, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **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:
- Evaluate the request for extension in the delivery period as per its merit and may consider extension in delivery period or otherwise.
 - May cancel the contract.
 - 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.
- (i) **Deposit Receipt No:** _____ **Dated:** _____
- Amount** (in words and figures): _____
- Pay Order / Demand Draft #:** _____, **Amount: Rs.** _____
- Drawn on Bank:** _____, **Dated:** _____

 Stamp and Signature

4. Terms and 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% of the total (tax included) cost of the bid, should be submitted along with the tender documents.

b. Performance Security

The successful bidder should provide 5% Performance Security of the total value of the Purchase Order in the form of a Pay Order or bank guarantee prior to the signing of the Contract. The Performance Security shall extend at least three months beyond the Completion of the contract.

c. Validity of the Tender

All proposals and prices shall remain valid for a period of 45 days from the closing date of the submission of the proposal. However, the bidders are 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

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.

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.

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 bidders should indicate the support capabilities for all the hardware provided during the course of the warranty.

i. Compliance to specifications

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

j. Sample:

A sample would be provided by the bidder upon request for evaluation.

k. Bid Evaluation:

The bid will be considered the Most Advantageous Bid on most closely conforming to evaluation criteria and other conditions specified in the bidding document and having the least evaluated cost.

l. 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.

m. Delivery Time

Supply should be delivered at IBA within 6 to 8 weeks after receiving the Letter of Intent/Acceptance. Deployment, Installation and Configuration to be completed within 30 days after the delivery.

n. Genuinity

Only genuine or original Items will be accepted. Any substandard work & item will not be allowed or accepted.

o. Liquidity 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.

Stamp and Signature

p. Invoice

The invoice/bill should be submitted to the Procurement Department.

q. 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.

r. Stamp Duty

A stamp duty of 0.35% against the total value of the Purchase Order will be levied accordingly.

s. 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.

t. Payment:

Payment will be made within 30 working days, after the complete supply of required items and after successful deployment, installation and configuration as per the Bill of Quantity and submission of the commercial invoice at IBA, Main Campus, University Enclave, University Road, Karachi.

u. 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

Stamp and Signature

5. Integrity Pact

- (a) Its intention is not to obtain the Provide and 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 and 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 and remedies available to the IBA under any law, contract, or other instruments, 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 and 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 and 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 and Signature

6. Project Summary

Institute of Business Administration, Karachi (IBA) requires 'Provide & Supply SANGFOR IAG with Support for 1 year, which includes;

- a) Software licence subscription for 1 years.
- b) Technical support and upgrade for 1 years.
- c) Upgrade licence for 24 x 7 x 365 for 1 years.

7. Bidder Qualification Criteria

Sr. 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 55 million (per year) on average		Annual Income Tax Return and Audited Financial Statement of last three years
3.	Active Income Taxpayer at the time of submission of the bid		FBR 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 agent/partner		Authorized Certificate

Note: Bidder must upload all the Supporting Documents on SPPRA EPADS for evaluation. Any missing documents may affect the bid evaluation.

Stamp and Signature

8. Bill of Quantity:

Sr #	Description	Qty	Unit Price	Total Amount
1.	Sangfor IAG Hardware			
	Product Code: IAG60 M6000-AC-I, Hardware Appliance, 6 * GE RJ45 + 2 * 10G SFP+, Default with 64GB SSD and 960GB SSD. Support 2 Gbps Application Throughput (Max 4Gbps), 1 Gbps Bandwidth (Max 2 Gbps)	1		
	Product Code: IAGM60-UPG-1G-2G IAG M6000 capacity upgrade - 1Gbps to 2Gbps	1		
2.	Sangfor IAG Software & Service			
	Product Code: ESS-IAG60-1Y M6000-AC-I, Essential Bundle (Bandwidth Management, User Authentication, URL Filtering, Traffic Control, User Behaviour Audit, Content Audit, ProxyServer, Anti-proxy, Endpoints Management, Report Center, Multi-links(LinkLoad Balance), Sangfor VPN, Sangfor URL Database), 1 year	1		
	Product Code: HRTF-IAG60-1Y Return To Factory Hardware Support Only, Sangfor IAG6000, 1 year	1		
	Product Code: SUS-IAG60-1Y Software and Technical Support Only, Sangfor IAG6000, 1 year	1		
	Product Code: TSS-IAG60-1Y Software and Technical Support Only, Sangfor IAG6000, 1 year	1		
Total Amount				
18% GST (if applicable)				
15% SST (if applicable)				
Grand Total (including taxes)				

Grand Total Rupees (in words) _____

Stamp and Signature

Optional:

The initial requirement is of 1 year, the bidders are required to quote optional prices for Software & Services for 2nd & 3rd years:

Sangfor IAG Software & Service	1
Product Code: ESS-IAG60-1Y M6000-AC-I, Essential Bundle (Bandwidth Management, User Authentication, URL Filtering, Traffic Control, User Behaviour Audit, Content Audit, ProxyServer, Anti-proxy, Endpoints Management, Report Center, Multi-links(LinkLoad Balance), Sangfor VPN, Sangfor URL Database), 1 year	
Product Code: HRTF-IAG60-1Y Return To Factory Hardware Support Only, Sangfor IAG6000, 1 year	
Product Code: SUS-IAG60-1Y Software and Technical Support Only, Sangfor IAG6000, 1 year	
Product Code: TSS-IAG60-1Y Software and Technical Support Only, Sangfor IAG6000, 1 year	
Cost for 2nd year (excluding SST)	
Cost for 3rd year (excluding SST)	

Stamp and 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 and Signature

9. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2025.

BETWEEN

M/s. Institute of Business Administration, Karachi through its **Registrar**, located at Main Campus, University Enclave, Karachi, hereinafter called and 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 “THE SUPPLIER” (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr _____**, holding CNIC No. _____ on the SECOND PART.

WHEREAS “IBA” intends to obtain a Supply of SANGFOR IAG with Support vide tender # IT/03/25-26 (IBA requirement) up to the satisfaction and handing over the material(s) to the “IBA” having accepted the offer in a finished form complete in all respect.

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

WITNESSETH

“IBA” hereby offers to appoint “THE SUPPLIER” as their supplier for the specific purpose of “Supply of SANGFOR IAG with Support”. “THE SUPPLIER” hereby agrees to the offer of the “IBA” in acceptance of the terms and conditions herein below forth.

Article I:

DUTIES and SCOPE OF SUPPLY and SERVICES AND AGREEMENT

1. This service includes, the “Provide & Supply SANGFOR IAG with Support”, discussions with “IBA” before the determination of scope of services with any/all other relevant details for presentation to “IBA”.
2. “THE SUPPLIER” agrees to provide any/all kind of Services(s) & Work(s) of Provide & Supply SANGFOR IAG with Support to “IBA” whenever and wherever form is required as per the terms & conditions of this Agreement.
3. “THE SUPPLIER” will coordinate their work with Manager IT, of the “IBA” who will assist “THE SUPPLIER” in supervision of proposed ‘Provide & Supply SANGFOR IAG with Support’.
4. “THE SUPPLIER” hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
5. “THE SUPPLIER” will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.
6. All logistic charges will be borne by “THE SUPPLIER”.
7. “THE SUPPLIER” shall be responsible to provide hardware support with parts.
8. Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
9. If the problem is not solved within agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. “THE SUPPLIER” is also bound to arrange at least 15% of the hardware inventory as backup in company office.

10. "THE SUPPLIER" shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per SLA on monthly basis or according to the requirement of the IBA authorities.
11. Maintenance contract shall be with parts (without consumable parts), services and labor.
12. Service of all the equipment shall be carried out. Service plan shall be discuss with IBA authorities before its execution. Plan provided by IBA authorities.
13. All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.
14. No dispute rises regarding the replacement of faulty parts from company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
15. "THE SUPPLIER" must provide backup units if original equipment requires repair. If "THE SUPPLIER" fails to do so, a penalty @ 2% of total contract amount per day, until backup unit is delivered to IBA, or original unit is returned to IBA after performing required maintenance / replacement on the part or machine as a whole.
16. All equipment to be covered under this SLA shall be inspected by the "THE SUPPLIER", before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.
17. "THE SUPPLIER" will provide 'Provide & Supply SANGFOR IAG with Support' at IBA Main Campus, University Enclave, University Road, Karachi.
18. "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Provide & Supply SANGFOR IAG with Support in accordance with the description & specification.
19. "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
20. "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
21. All staff must have CNIC and clearly mentioned to discourage work through child labor.
22. "THE SUPPLIER" 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.
23. This Agreement shall be in effect from _____, 2025 to _____, 2026 and subject to "THE SUPPLIER" inspection of the equipment to ensure that they are in working order.
24. "THE SUPPLIER" will ensure the following:
 - (a) Preventive and corrective maintenance as recommended for the equipment listed of this Agreement.
 - (b) Performance Goals
 - (i) _____ Hrs Response Time.
 - (c) Performance Measures
 - (i) IBA can request other performance measures apart from the above which may be negotiated on a case by case basis.
 - (d) Performance tests and adjustments.
 - (e) Performance engineering modification and changes, if recommended by IBA.
 - (f) The scope of the project is to Provide & Supply SANGFOR IAG with Support as requested in BOQ.
 - (g) Responsible to respond to events on urgent basis as per SLA mention in this SBD.
 - (h) Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
 - (i) Any value-added service bundled with no impact on the BOQ, service level, shall be acceptable.
 - (j) "THE SUPPLIER" will sign a Service level agreement (SLA) for a period of one year, extension of which shall be dependent on satisfactory performance for the previous year(s).
 - (k) "THE SUPPLIER" must have team of technically qualified staff on payroll for providing support & maintenance services.

Article II

PAYMENT

- 2.1 Payment will be made on or before 30 days after delivery and submission of the invoice.

Article III

WARRANTY

- 3.1 Comprehensive onsite OEM warranty.

Article IV

REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. _____ (inclusive of all taxes) Supply of SANGFOR IAG with Support vide tender # IT/03/25-26 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc.
- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed payment as per the Work Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" has to deliver the required number of Supply of SANGFOR IAG with Support to IBA.
- 4.3 Performance Security 5% of the total amount of Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V

ARBITRATION

- 5.1 In case of any dispute, difference or any 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 hereof 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VI

TERMINATION

- 6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

Article VII

INDEMNITY

- 7.1 "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 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:

SEVERABILITY

- 9.1 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 and enforced to the fullest extent permitted by prevailing law.

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 the declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, 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 and 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 the Purchase Order.
- 11.3 All terms and conditions of tender vide # IT/03/25-26 will be an integral part of this agreement.

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