

*Tender Fee: Rs. 3,000/-
(Non-Refundable)*

TENDER FORM

Tender # IT/17/23-24 Provide, Supply and Install VoIP Telephony Solution

Date of Issue : **December 14, 2023**
Last Date of Submission : **December 29, 2023 (3:00 PM)**
Date of Opening of Tender : **December 29, 2023 (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, 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 and Install VoIP Telephony Solution (IT/17/23-24)	Single Stage One Envelope	2%
Tender Fee and Dates		
▶ <i>Tender Document Fee:</i> Rs. 3,000/-		
▶ <i>Issuance start date:</i> December 14, 2023, at 9:00 AM		
▶ <i>Issuance end date & time:</i> December 29, 2023, at 3:00 PM		
▶ <i>Submission date & time:</i> December 14, 2023, to December 29, 2023, from 9 AM to 3 PM		
▶ <i>Opening date and time:</i> December 29, 2023 at 3:30 PM		

Tender Documents may be collected after submission of the paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi and will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid Security in the form of a Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi" along with the Tender.

Kindly mention "Tender Number" at the top left corner of the envelope.

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

REGISTRAR

IBA, Main Campus, University Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Procurement on 38104700 ext: 2152

Email tenders@iba.edu.pk Website <https://www.iba.edu.pk/tenders>

SPPRA Website: <https://ppms.pprasinhd.gov.pk/PPMS/public/portal/notice-inviting-tender>

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1. Introduction

Dear Tenderer

Thank you for the interest you have shown in response to the IBA's advertisement which floated on IBA and SSPRA websites on December 14, 2023, to "Provide, Supply and Install VoIP Telephony 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 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 or 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 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 unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a piece of 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

You can collect the Tender Document from the office of the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from December 14, 2023, to December 29, 2023, during working hours 9:00 AM to 3:00 PM.

(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

Separate envelopes clearly labelled for 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in a Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on December 29, 2023. **Tender Documents received by fax or email will not be accepted.**

(g) Rights

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

(h) Point of Delivery

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

(i) Location of Installation

Equipment will be delivered at IBA Stores, Main Campus, University Enclave, University Road, Karachi and IBA Karachi. Installation of the equipment will be instructed by the IBA ICT department after the delivery. IBA will not not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

(j) 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.

(k) 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 Works:** Provide, Supply and Install VoIP Telephony 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 (45) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the Tender Document in a sealed envelope is December 29, 2023, by 3:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 3:30 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 December 29, 2023, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** Liquidated damages 2% per month of the total contract amount will be imposed on delayed delivery.
- (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 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 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

This tender and any contract executed under this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all bidders responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, of 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.

Stamp and Signature

h. Support Capabilities

The Manufacturers/Firms/Companies/Distributors/Suppliers should indicate the support capabilities for all the hardware provided during the course of the warranty.

i. Compliance with 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. Bid Evaluation:

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

k. 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.

l. Invoice

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

m. Stamp Duty

The Stamp duty of 0.35% against the total value of the Purchase Order will be levied accordingly.

n. Delivery Time

The supply should be completed at IBA within 12 weeks from LoA.

o. Physical Inspection

Physical Inspection at the manufacturer/distributor site will be carried out.

p. Payment

80% payment after delivery & remaining 20% after successful deployment, installation and configuration (FAT) of the required services and support as mentioned in BoQ. All payments shall be released after the submission of the commercial invoice within 30 working days.

Stamp and Signature

5. Integrity Pact

- (a) Its intention is not to obtain the Provide, Supply and Install 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 and Install 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, 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 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, Supply and Install and /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 and Installation of VoIP Telephony Solution'. This 'VoIP Telephony Solution' would be installed along with the required hardware and software mentioned in the below Bill of Quantity and Scope of Work with complete onsite support, service, and maintenance for 05 years.

7. Scope of Work

- a. Bidders must Ensure that both the Cisco Call Manager and proposed IPPBX solution servers are connected to the same network and that they can communicate with each other.
- b. Configure a SIP trunk on both systems. The SIP trunk will establish the connection for call routing between the two platforms.
- c. Define the dial plan on both systems to ensure seamless call routing. This includes specifying how calls are handled when originating from one system and terminating on the other.
- d. Establish call routing rules on both the Cisco Call Manager and proposed IPPBX solution servers to determine how calls are handled, routed, and directed between the systems.
- e. Keep detailed documentation of the integration process, including configurations and settings. Also, ensure that you have access to support resources for both Cisco and the proposed IPPBX solution servers in case you encounter any challenges.
- f. Test the integration thoroughly by making test calls and monitoring call quality. Be prepared to troubleshoot and resolve any issues that may arise during the testing phase.
- g. Bidders are required to assume responsibility for the integration of proposed IPPBX solution servers with LDAP.
- h. Bidders must take responsibility for integrating the proposed Telephone Directory solution with Cisco IP phones.
- i. The proposed solution must effectively manage all IPPBX servers via cloud services.
- j. Training & Product Certification for 2 IBA staff at the Principal's Authorized Training Centre.

Stamp and Signature

8. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria	Required Documents	Remarks Yes / No
1.	Last 3 years' Financial Statements minimum 20 million turnover (per year).	Audited Financial Statement and Annual Return	
2.	Sales tax registration with last month's return copy.	FBR, SRB and NTN certificates	
3.	Authorized Distributor/Partner/Manufacturer.	Authorization Letter/ Certificate	
4.	Successful and satisfactory support and services of at least five (05) similar devices completed in the last three (3) years. It may be confirmed by IBA, Karachi, through the contact details provided.	Purchase Order/ Contract Agreement and Testimonial from the customer	
5.	The offered model of the PBX must possess Type approval from PTA.	Certificate of PTA approval	
6.	The Product is legally imported	Copies of the Distributors' Goods Declarations (GDs) of the last three (3) relevant imports	

Note: Must provide supporting documentation for evaluation.

Stamp and Signature

9. Bill of Quantity:

Provide, Supply and Install VoIP Telephony Solution

Quoted Brand: _____

Quoted Model: _____

Sr #	Description & Features	Qty	Unit Price	Total Amount
1	<p>Internet Protocol Private Branch Exchange (IP PBX)</p> <ul style="list-style-type: none"> • PTA-approved SIP Server • Hybrid Functionality • Multi-video codec that controls up to 3000 Audio/Video SIP sessions and expendable up to 100 Trunks and 1000 Analog Extensions with support of E1-T1-J1 cards • Licensed, Free CRM solution for 2 users and expandable • 16 X RJ-11 Ports for programming and complied by HA Concept support LDAP • Advance communication features: Call park, call forward, call transfer, call waiting, caller ID, call record, call history, ringtone, IVR, music on hold, call routes, DID, DOD, DND, DISA, ring group, ring simultaneously, schedule, PIN groups, call queue, pickup group, paging/intercom, voicemail, call wakeup, SCA, BLF, voicemail to email, fax to email, speed dial, call back, dial by name, emergency call, call follow me, blacklist/whitelist, voice conference, video conference, event list, feature codes, busy camp-on/ call completion, voice control, post-meeting reports, virtual fax, email to fax • Remote Mobility license for 50 users and Centralized Control through Cloud / On-premises • Should include 3rd party endpoint license for 1500 users. • Interface: 3 X Gigabit Network Ports • Peripheral Ports 1*USB 3.0, 1*SD card interface, 1*USB 2.0, 1*USB 3.0, 1*SD card interface, 2*USB 3.0, 1*SD card • Voice & fax codec: Opus, G.711 A-law/U-law, G.722, G722.1 G722.1C, G.723.1 5.3K/6.3K, G.726-32, G.729A/B, iLBC, GSM; T.38 • Video Codec: H.264, H.263, H263+, H.265, VP8 • Network Protocol: SIP, TCP/UDP/IP, RTP/RTCP, IAX, ICMP, ARP, DNS, DDNS, DHCP, NTP, TFTP, SSH, HTTP/HTTPS, PPPoE, STUN, SRTP, TLS, LDAP, HDLC, • Call Centre Solution: Multiple configurable call queues, automatic call distribution (ACD) based on agent skills 	4 Units		

Stamp and Signature

S. No.	Description & Features	Qty	Unit Price	Total Amount
2	Android Enterprise Conference Phone <ul style="list-style-type: none"> • IP Audio Conference: Executive Level Android based Conference Phones with 6 Lines, 6 SIP, Audio Codec • Protocols/Standards: SIP RFC3261, TCP/IP/UDP, RTP/RTCP, HTTP/HTTPS, ARP, ICMP, DNS (A record, SRV, NAPTR), DHCP, PPPoE, SSH, TFTP, NTP, STUN, SIMPLE, LLDP, LDAP, TR-069, 802.1x, TLS, SRTP, • Speakerphone: Frequency: 220-18,000 Hz Volume: Up to 86 dB at 0.5-meter Audio full duplex • Bluetooth / WiFi: Yes, integrated. Bluetooth 4.0 / integrated. 802.11 b/g/n • Voice Codecs: Support for G.711μ/a, G.722, G.726, iLBC, Opus, G.722.1 and G.722.1c in-band and out-of-band DTMF (In audio, RFC2833, SIP INFO), G.729A/B, VAD, CNG, AEC, PLC, AJB, AGC 	4 Phones		
3	Operator Console <ul style="list-style-type: none"> • Supply of 12 Line supported Operator Console with BLF Keys • Telephony Features; Hold, transfer, forward, 5-way conference, call park, call pickup, shared-call-appearance (SCA)/bridged-line-appearance (BLA), downloadable phonebook (XML, LDAP, up to 2000 items), call waiting, call log (up to 500 records), XML customization of screen, off-hook auto dial, auto answer, click-to-dial, flexible dial plan, hot desking, personalized music ringtones and music on hold, server redundancy and fail-over and supports upto 4 DSS Modules for easy Operator Management. 	3 Console		
4	LCD Expansion Modules <ul style="list-style-type: none"> • Supply of easy management Operator console DSS Modules 	6 Modules		
5	SIP Phones Licenses <ul style="list-style-type: none"> • The license should include 3rd party endpoint integration of Cisco IP Phones 1500 users 	1500 Users		

 Stamp and Signature

S. No.	Description & Features	Qty	Unit Price	Total Amount
6	Remote Mobility Licenses <ul style="list-style-type: none"> Remote Mobility license for 50 users and Centralized Control through Cloud / On-premises 8 concurrent voice/video calls, 50 registered users, 1GB cloud storage for 05 years 	50 Users		
7	Deployment <ul style="list-style-type: none"> Configuration, installation, testing and commissioning charges 	1 Job		
8	Support & Service <ul style="list-style-type: none"> 5 years service plan and integration of the system with existing telecom network; 12 months x 5 years 	1 Job		
Total				
18% GST (If Applicable)				
13% SST (If Applicable)				
Grand Total				

Grand Total Amount (in words) Rupees _____

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

10. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2023.

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 Provide, Supply and Install VoIP Telephony Solution vide tender # IT/17/23-24 (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 offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide, Supply and Install VoIP Telephony Solution ". "THE SUPPLIER" hereby agree 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

- 1.1 "THE SUPPLIER" agrees to Provide, Supply and Install VoIP Telephony Solution to "IBA" whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with The Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Supply of VoIP Telephony Solution.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as and when required with a prior appointment.
- 1.4 All logistic charges will be borne by "THE SUPPLIER".
- 1.5 Delivery time must be within 12 weeks from the date of the Purchase Order.

Article II

PAYMENT

- 2.1 80% payment after delivery & remaining 20% after successful deployment, installation and configuration (FAT) of the required services and support as mentioned in BoQ. All payments shall be released after the submission of the commercial invoice within 30 working days.

**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 VoIP Telephony Solution vide tender # IT/17/23-24 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/customs duties etc.
- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on 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" have to deliver the required number of Supply of VoIP Telephony Solution to IBA.
- 4.3 Performance Security 5% of the total amount of the 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, costs 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 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.
- 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/17/23-24 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 mentioned above.