

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

TENDER FORM

Tender # MISC/04/21-22

DECORATION SERVICES FOR CONVOCATION-2021

Date of Issue : December 23, 2021
Last Date of Submission : January 12, 2022 (3:00 pm)
Date of Opening : January 12, 2022 (3:30 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 civil work contractors registered with relevant tax authorities (whichever is applicable) for the following tender.

| Tender Title (Ref. No.) | Procedure | Bid Security |
|--|--------------------------|---------------------|
| Decoration Services for Convocation-2021 (MISC/04/21-22) | Singe Stage One Envelope | 2% |
| Tender Fee & Dates | | |
| Fee: Rs.2,000/- | | |
| Issuance start date: December 23, 2021 at 9am | | |
| Issuance end date & time: January 12, 2022 at 3pm | | |
| Submission date & time: December 23, 2021 to January 12, 2022 at 3pm | | |
| Opening date & time: January 12, 2022 at 3:30pm | | |

Tender Document may be collected after submission of 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 Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi and will be opened on same date & venue in the presence of the bidders representatives who may wish to attend. In case of holiday the tender shall be opened / received on the next working day at same place and time. Bid Security in the form of Pay Order or Demand Draft has to be submitted in favour of “**IBA Karachi**” along with the Financial Proposal.

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

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

REGISTRAR

IBA, Main Campus, Univeristy Enclave, Karachi 75270

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

Contact Person Sr. Executive Purchase on 38104700 ext: 2150

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

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1. Introduction

Dear Tenderer:

Thank you for the interest shown in response to the advertisement published in leading news papers, IBA & SPPRA websites and leading newspapers on December 23, 2021 to arrange Decoration Services for Convocation-2021.

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 Senior Executive Purchase on 38104700 ext: 2150 for any information and query

Thank you.

-sd-
Registrar

2. Instructions

- (a) The Institute of Business Administration, Karachi (IBA) expects that aspirant Service Providers should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, 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.
- (b) 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) You can collect the Tender Document from the office of Head of Procurement, Ground Floor, Fauji Foundation IBA Main Campus, University Enclave, Karachi from December 23, 2021 to January 12, 2022 during working 9:00am to 3pm.
- (d) Pre-bid meeting will be held on January 07, 2022 at Room G-13, Aman CED building, IBA Karachi, at 3pm may be convenient with Assistant Manager Admin. The session of pre-bid meeting will surely helpful to elucidate illusion, related to quality & quantity of food items, bill of quantity, site visit etc.
- (e) The last date of submit the Tender Document in sealed envelope in January 12, 2022 by 3pm in the Office of the Security Office, Fauji Foundation IBA Main Campus, University Enclave, Karachi. The Tender will be opened on same day at 3:30pm in the presence of representatives who may care to attend.
- (a) Bid Security of 2% of total charges will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration.
- (b) Successful bidder should provide 10% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee prior to signing of the Contract. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- (c) Kindly mentioned "Tender Number" at top left corner of the envelope.

Stamp & Signature

3. Bill of Quantity

Decoration Services for Convocation-2021 Set-up for 3000 Guests

| S. # | Description | Qty | Days | Rate (Rs.) | Amount (Rs.) |
|--|--|--------------------|------|------------|--------------|
| (A) Complete Venue Setup Including: | | | | | |
| 1 | (a) Frill Marquee with wall panels to cover entire Convocation Pandal (Cricket Ground) Size: 70,200 sq.ft (approx.) 270x260 Note: For rehearsal need to install marquee one day before .i.e. with com | 1 | 2 | | |
| | (b) Air Condition System (noise level 60 dB). Complete in all respect to provide cooling for temperature control in the Marquee of Convocation 70200 sq.ft covered area (Cricket Ground): i. 300 tons i.e. (4 ton x 75 Floor Standing Units) with Generator (Diesel Provided by IBA, Karachi). (noise level 60 dB). The generator should be sound proof ensuring that it doesn't cost disturbance (noise level 60 dB). ii. Vehicle mounted sound proof CHILLERS – High Blow Units 150 tons / i.e. (25 ton x 6 high blow units) with Generator (Diesel Provided by IBA, Karachi). iii. Generator 75 KVA for Lights and Fans. (Diesel Provided by IBA, Karachi). | 1 Job | 1 | | |
| 2 | Presidential Chairs for Stage | 4 | 1 | | |
| 3 | VVIP Chairs for Group Photoshoot | 10 | 1 | | |
| 4 | Head Table Setup to seat 4 persons on stage & in good quality (with flower array / decoration and with table cover and skirting) with Stairs (Three Sides with same size of 6ft wide), Permanent Wooden Stairs with railing and fix carpet on stairs as per Sample picture (No iron stand required). Permanent Wooden Ramp (Two Sides same size of 4ft wide) with railing and carpeted. Railing picture is attached for sample. No wobbling in stage and Ramp. | 1 | 1 | | |
| 5 | Stage Size: 36' x 24' (Height 2'-6''ft) | 1 | 2 | | |
| 6 | Stage Carpet Color = Beige Color | 36'x24' | 1 | | |
| 7 | Two Seater Sofas (50 for Guest & VVIP in Main Pandal) | 50 | 1 | | |
| 8 | Rope stand/Divider to separate the Students and Guest Seating area. | As per requirement | | | |

| Chairs Low Back (foamy back & seat) | | | | | |
|--|---|-------|---|--|--|
| 9 | (a) Black Cover - Low Back Chair – Guests, Faculty, Media, | 200 | 1 | | |
| | (b) Black Cover - Low Back Chair - Students | 900 | 1 | | |
| 10 | Pedestal Metallic Circulation Fans (Good Quality & Soundless) | 180 | 1 | | |
| 11 | Center Tables with cover / Glass Top | 40 | 1 | | |
| 12 | Spotless (Maroon Color) Carpeting in main venue - Cricket Ground. (Opposite to Stage till First line of Guest) Note: Vendor Should provide sample of Carpet | 1 Job | 1 | | |
| Sub Total (A) | | | | | |
| (B) Lighting & Luminaries: | | | | | |
| 13 | Installation of Trussing with Perkin Lights on Stage (Trussing should be in good condition) Height and Width as per Stage Size: 36'x24' | 1 Job | 1 | | |
| 14 | Lightning in Convocation marquee (Cricket Ground) | 1 Job | 1 | | |
| 15 | Lightning behind Tabba Block/or any other location decide by Admin for Group Photo session. During the last convocation the lighting of above mentioned area was subpar. Therefore special attention needs to be focused on the area to ensure good quality pictures. | 1 Job | 1 | | |
| 16 | Lightning in Parking Area, Opposite IBA Main Gate, Gate 2, 3, and Gate 1, on way of Gate 3A to Convocation | 1 Job | 1 | | |
| 17 | Spot lighting for Tabba Academic Block, Student's Center, Mian Abdullah Library, G&T Auditorium, Adamjee Academic Block and Fauji Foundation Buildings | 1 Job | 1 | | |
| Sub Total (B) | | | | | |
| Total (A) + (B) | | | | | |
| 13% SST | | | | | |
| Grand Total Amount | | | | | |

Grand Total Amount (in words) _____

Stamp & Signature

Important Note:

- (a) For Rehearsal venue on February 18, 2022 as suggested by admin department be ready by 12:00 noon (marquee Setup, Stage, Student Chairs required)
- (b) For Convocation, venue should be ready and handed over to Admin Department on Saturday February 19, 2022 at 7am.
- (c) Convocation will be held on Saturday February 19, 2022 at IBA Main Campus.
- (d) All materials provided should be in good condition preferably new. Worn torn material will not be accepted.
- (e) Complete decoration arrangement including Luminary & allied support services.
- (f) Marque / Wall Panels / Kanat / Pole Cover should be beige color.
- a. Please provide sample of Marque (**Net fabric not acceptable**)
- b. IBA will penalize up to 10% of the item value on substandard delivery of following items/services:

| S. No | Description |
|--------------|---|
| 1. | Marquee <ul style="list-style-type: none"> i. No Patches ii. No Holes iii. Should be same as sample provided by the bidder iv. Not DE colored |
| 2. | Staff <ul style="list-style-type: none"> i. Should be proper uniform ii. Minimum Twenty supporting staff |
| 3. | Furniture Quality plus Carpet <ul style="list-style-type: none"> i. Neat & Clean ii. Not Repaired or Broken |
| 6. | Air Condition & Pedestal Fans <ul style="list-style-type: none"> i. All Floor standing ACs & pedestal fans should be on optimum performance ii. Good Condition iii. Functional iv. Noiseless / Minimum Echo v. Properly wired (adequately hidden under carpet etc) vi. Clean vii. Vehicle mounted AC & generator noise should not cause disturbance during the event. |
| 7. | Adequate lighting in all specified areas |
| 8. | All facilities should be up and running by 10am on the convocation day (including Air Conditioning) |

 Stamp & Signature

4. Bidder Qualification Criteria

| S. No | Mandatory Eligibility Criteria (Attach Supporting Document) | Remarks Yes / No |
|-------|--|---------------------|
| 1 | Last 5 years (at least) relevant experience in decoration services to reputable organizations. | |
| 2 | Last 3 years' financial statements at least 9 million turnover (per year) in terms of financial statement or bank statement. | |
| 3 | "Sales tax registration certificate with last month return copy both FBR and / or SRB" and NTN certificates. | |
| 4 | Affidavit of no dissatisfactory performance at any institution / organization. | |

5. BIDDING DATA

(a) Name of Procuring Agency: Institute of Business Administration, Karachi

(b) Brief Description of Works Decoration Services for Convocation-2021

(c) Procuring Agency's address:-Main Campus, University Enclave, Karachi

(d) Amount of Bid Security:- Bid Security of 2% of total amount/cost will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi

(e) Period of Bid Validity (days):- Ninety Days

(f) Performance Security Deposit: Successful bidder should provide 10% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee prior to signing of the Contract. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.

(g) Deadline for Submission of Bids along with time: The last date of submit the Tender Document in sealed envelope in January 12, 2022 by 3PM in the Office of the Security Gate # 4, IBA, Main Campus, University Enclave, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.

(h) Venue, Time, and Date of Bid Opening: Tender will be opened on January 12, 2022 at 3:30 PM.

(i) Liquidity damages: 10% liquidity damages of the total amount will be imposed per month for which the service provider failed to complete work within the execution period.

(j) Deposit Receipt No, Date, Amount: (in words & figures). **Pay Order / Demand Draft**

....., Amount :Rs.....Drawn on Bank..... Dated.....

Stamp & Signature

6. Terms & Conditions of Services

The following terms of the works are agreed by the service providers:

- (i) **Receiving/Acceptance of Work Order:** The service provider will sign the copy of the Work Order as acknowledgement.
- (ii) **Date of Event / Execution:** The date of Event or Execution will commence from the Date of Work Order.
- (iii) **Place of Event:** As specified in the Work Order unless otherwise informed accordingly.
- (iv) **Schedule of Work & Time Line:** Schedule of work and time-line will be framed with mutual consultation of the concerned Department and the Service Provider. However, the Service Provider is liable to abide and strictly adhere to the Schedule of Work and Time Line provide by the IBA.
- (v) **Delayed Delivery:** 10% liquidity damages of the total amount will be imposed per month for which the company/firm/agency failed to deliver within the delivery/execution period.
- (vi) **Quality Factors:** The quality of Convocation must be of prime quality. Material e.g. tent, marquee, crockery, edible items & ancillary article must be of high quality.
- (vii) **Inspection:** Physical inspection will be carried out by IBA authority. Ordered material is subject to final inspection at the time of delivery.
- (viii) **Quantity:** Competent Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity provision of SPP Rules 2010 and contractor will abide the instruction.
- (ix) **Condition of Goods / Works:** All items must meet in all respects with the specs & conditions of the Order and must be in good condition otherwise they will be liable to reject.
- (x) **Delivery of Goods / Works:** All the items must be delivered at site of the IBA who will sign the receipt with stamp on delivery note.
- (xi) **Rejection of Goods / Works:** We reserve the right to cancel any or all the items if material is not in accordance with our specification or if the delivery is delayed.
- (xii) **Sub-letting:** No sub-letting in any case and form will be acceptable.
- (xiii) **Termination:** That upon termination of this agreement the service provider shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time.
- (xiv) **Submission of Bills/Invoices:** Invoice/bill, Purchase Order & Delivery Challan should be submitted to Procurement Department.
- (xv) **Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.

Stamp & Signature

- (xvi) **Arbitration:** 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 and CEO of the company / firm / agency for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties.
- (xvii) **Bid Security:** 2% Bid Security should be evaluated on higher cost and deposited along with the tender form in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi.
- (xviii) **Performance Security:** Successful bidder should provide 10% Performance Security of total value of Work Order in the form of payorder or bank guarantee prior to signing of the Contract. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- (xix) **Sindh Sales Tax:** Sindh Sales Tax will be paid on applicable items only by the company/firm/agency.
- (xx) **Government tax(es), levi(es) and charges(s):** It will be charged at actual as per SRO.
- (xxi) **Validity of Bid:** Validity is for ninety (90) days.
- (xxii) **Rights:** IBA reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA. IBA, also reserve the right to issue Work Order for all the items to overall lowest responsive bidder on lump sum basis.
- (xxiii) **Related Work:** Related work may be alter, remove, added or deleted to scope if considered essential to complete related task assigned.
- (xxiv) **Company Profile:** Company Profile be attached with this document.
- (xxv) **Tender Document:** Tender Document available at the Office of Head of Procurement, IBA Main Campus, University Enclave, Karachi.
- (xxvi) **Submission of Documents:** Last date for tender submission is January 12, 2022 up to 3PM
- (xxvii) **Opening of Tender:** Tender will be opened on January 21, 2022 on 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- (xxviii) **Stamp Duty:** Stamp duty 0.35% for Works against total value of Work Order will be levied accordingly.

Note:

This Terms & Conditions is integral part of contract agreement besides other clauses / articles.

Stamp & Signature

IMPORTANT

1. Complete setup in all respect i.e., decoration, electrification, AC System, luminaries, sheds, seating arrangement crockery / cutlery and allied make-up will be provided as per Work Order descriptions.
2. Endorsement of deliveries will be made by Procurement Department.
3. Sufficient numbers of well-dressed butlers for service are required according to numbers of guests to serve the refreshment.
4. Electricity will be available in main lines at IBA, premises. It will be the responsibility of decorator/service provider to provide wire/cable and extend upto the connection points as and where required through their own cable/wire.
5. All the decoration and luminaries / electrical items must be removed by the service provider after conclusion of the event within 2 days by 4:00 PM which ever occurred later. Penalty of Rs. 1,000/- per day will be imposed if any items found present at IBA premises onwards.
6. Dumping of goods / items is prohibited

Stamp & Signature

7. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the company/firm/agency works;

M/s _____, the service provider hereby declares that:

- (a) Its intention not to obtain the procurement / services / 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 company/firm/agency 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.
- (c) The company/firm/agency/ 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, company/firm/agency 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/service provider as aforesaid for the purpose of obtaining or inducing procurement/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

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

GENERAL CONDITION OF CONTRACT AGREEMENT
Decoration Services for Convocation-2021

THIS AGREEMENT is executed at KARACHI, on this day January_____, 2022

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 SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its Owner, holding CNIC No. on the SECOND PART.

WHEREAS "IBA" intends to obtain Decoration Services for Convocation-2021 vide Tender # MISC/04/21-22.

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

WITNESSETH

"IBA" hereby offer to appoint as their official Services Provider for the specific purpose of "Convocation Decoration Services-2021" in respect of the same with "IBA" before the determination of scope of services on suitable scale with any/all other relevant details as suggested & advised for Convocation Decoration Services-2021. "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 WORK AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide any/all kind of decoration services to "IBA" whenever and wherever required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with Head of Procurement, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed service(s)/work(s).

- 1.3 "THE SERVICE PROVIDER" is bound to provide items according to the terms & conditions vide Tender # MISC/04/21-22.
- 1.4 "THE SERVICE PROVIDER" will contact / coordinate with Special Branch Police, Govt of Sindh to obtain clearance for its staff / manpower and vehicle as and when required.
- 1.5 The scope of work and services may varies and the Service Provider will provide the same in accordance to the Variation Order.
- 1.6 Transportation/Cartage/Deliveries will be the responsibility of the services provider.
- 1.7 All terms & conditions vide re-tender # MISC/04/21-22 will be the integral part of this agreement.

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the services and to check the execution of services in accordance with the Description & Specification vide Tender # MISC/04/21-22.
- 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 Quality of Furniture Items should be matched as per BoQ mentioned in the bidding documents.
- 2.4 THE SERVICE PROVIDER must ensure Environmental Friendly procedure to operate generator or any electrical gadgets and avoid the use of Toxic material.
- 2.5 NOC for relevant authority to operate the machine/gadget etc.

Article III

MANPOWER REQUIREMENT

- 3.1 THE SERVICE PROVIDER shall wherever and whenever or permits/applicable/suitable will deploy/detail/depute manpower for convocation subject to the clearance from the Special Branch Police, Govt of Sindh.
- 3.2 Adequate manpower will be provided by Service Provider for smooth running of functions and its upkeep. Number of manpower will be adjusted/deployed with consultation of Head of Procurement.
- 3.3 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 3.4 All bearers & service staff should be in proper neat & clean uniform.

Article IV
REMUNERATION

- 4.1 The cost offered by the Service Provider is Rs. (inclusive of all taxes) for Convocation Decoration Services-2021 but limited to in tender vide # MISC/04/21-22 variation may occurred.
- 4.2 Liquidity damages 10% of the total amount will be imposed for which the M/s failed to deliver as per standard or in accordance to the entitlement / authorization.
- 4.3 Payment will be made after submission of invoice.
- 4.4 Performance Security 10% of total amount should be submitted in shape Pay Order prior to signing of Contract Agreement.
- 4.5 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.
- 4.6 Stamp duty 0.35% for Services against total annual value of Work will be levied accordingly.
- 4.7 This Agreement includes, the “Convocation Decoration Services-2021”, discussions with “IBA” before the determination of scope of work with any/all other relevant details for presentation to “IBA”. The description/BoQ is appended below:
- 4.8 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.
- 4.9 IBA reserve the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.
- 4.10 Charges / rentals will be same as per offered vide Tender # MISC/04/21-22.

Article V
ARBITRATION

- 5.1 In case of any dispute, difference or question which may at time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof shall be referred to the arbitration and an Arbitrator will be appointed by mutual consent, whose decision and findings will be final and binding on both 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 VI
TERMINATION

- 6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime.

Article VII
INDEMNITY

- 7.1 "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.
- 7.2 Any / all in toward incident(s) / accident(s) / mishap(s) is / are the responsibilities of the Service Provider and its indemnification.

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 Service Provider 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 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. 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, the Service Provider 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 Service Provider as aforesaid for the purpose of obtaining or inducing 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 in the Work Order / Contract Agreement as required which entail extra time & labor and material on part of the services, shall be charged separately/extra on 'Quantum Merit' basis before & on final services handed over to the "IBA".

11.2 Competent Authority reserves the right to change / alter / remove any item provision of SPP Rules 2010.

11.3 This agreement will be enforced and effective with immediate effect as per Work Order.

11.4 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.

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

"IBA"

NAME:
CNIC # _____
Address:
Registrar, Institute of Business
Administration Main Campus
University Enclave, Karachi

M/s

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