

***Tender Fee: Rs. 5000/-
(Non-Refundable)***

TENDER FORM

Tender # IT/08/25-26

Commissioning and Installation of Precision AC Cooling Units at Data Centre

Date of Issue : January 01, 2026

Last Date of Submission : January 16, 2026 (03:00 PM)

Date of Opening of Tender : January 16, 2026 (03:30 PM)

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

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

Amount of Rs. _____, Dated: _____

Notice Invitation Tender (NIT)

Tender Notice

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

Tender Title (Ref. No.)	Procedure	Bid Security
Commissioning and Installation of Precision AC Cooling Units at Data Centre (IT/08/25-26)	Single Stage One Envelope	2%
Tender Fee & Dates		
<i>Fee:</i> Rs. 5,000/-		
<i>Issuance start date:</i> January 01, 2026 from 09:00 AM		
<i>Issuance end date & time:</i> January 16, 2026 till 03:00 PM		
<i>Submission date & time:</i> January 01, 2026, to January 16, 2026, from 09:00 AM to 03:00 PM		
<i>Site Visit:</i> January 08, 2026, 11:00 AM at IBA City Campus.		
<i>Opening date & time:</i> January 09, 2026 at 03:30 PM		

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

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

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

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

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

REGISTRAR

IBA, Main Campus, Karachi University Enclave, Karachi-75270
UAN: 111-422-422, Fax: (92-21) 99261508
Contact Person: 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, the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SPPRA EPADS websites and leading newspapers on January 16, 2026, to "Commissioning and Installation of Precision AC Cooling Units at Data Centre".

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

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

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

Thank you.

-sd-

Registrar

2. Instructions

a) **Sign & Stamp**

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

b) **Filling of Tender Form**

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

c) **Collection of Tender**

You can collect the Tender Document from the office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from January 01, 2026 to January 16, 2026 during working 09:00 AM to 03:00 PM or directly from IBA website or SPPRA EPADS portal.

d) **Tender Number**

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

e) **Communication**

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

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

f) **Submission of Documents and Address**

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) should be submitted / uploaded on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/>. The original Bid Security along with the Original Bid (duly signed and stamped) must be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, University Road, Karachi till 03:00 PM on January 16, 2026. **Tender Documents received by fax or email will not be accepted.**

g) Date of Opening of Tender

Bid will be opened on January 16, 2026 on 03:30 PM at IBA Main Campus, in presence of representative bidders who may care to attend.

h) Rights

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

i) Location of Deliveries

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

j) Site Survey

Bidder can survey the site on January 08, 2026, 11:00 AM at IBA City Campus, Karachi.

Contact Person: Mr. Mansoor Ali

Contact No. +92 333 2352536

Stamp & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** Commissioning and Installation of Precision AC Cooling Units at Data Centre.
- (c) **Procuring Agency's address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Forty-Five Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the Tender Document is January 16, 2026, by 03:00 PM on SPPRA EPADS portal. The original Bid Security along with the Original Bid (duly signed and stamped) must be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, University Road, Karachi till 03:00 PM on January 16, 2026. The Tender will be opened on the same day at 03:30 PM in the presence of representatives who may care to attend.
- (g) **The venue, Time, and Date of Bid Opening:** The Tender will be opened on January 16, 2026, at 03:30 PM at IBA Main Campus, University Enclave, University Road, Karachi in the presence of representatives who may care to attend.
- (h) **Time for Completion from written order of commencing:** 90 days.
- (i) **Liquidity damages:** In the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before the expiry of such period giving reasons or justification for delay. However, the purchaser reserves the right to take the following actions:
- 1) Evaluate the request for extension in the delivery period as per its merit and may consider extension in delivery period or otherwise.
 - 2) May cancel the contract.
 - 3) Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.
- (j) **Contract Agreement:** Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising stamp duty of 0.35% (converted amount in PKR) of the total value of Bid offered in response to the tender. Stamp duty will be paid by the bidder.

(k) **Deposit Receipt No:** _____ **Dated:** _____
Amount (in words and figures): _____
Pay Order / Demand Draft #: _____, **Amount: Rs.** _____
Drawn on Bank: _____, **Dated:** _____

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

Stamp & Signature

4. Terms & Conditions

a) Bid Security

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

b) Performance Security

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

c) Validity of the Tender

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

d) Currency

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

e) Ownership

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

f) Arbitration and Governing Law

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

g) Acceptance of Tender

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

h) Support Capabilities

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

Stamp & Signature

i) Compliance to Specifications

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

j) Cancellation

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

k) Invoice

Invoice/bill should be submitted to Purchase Department.

l) Stamp Duty

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

m) Delivery Time

Within 6 to 8 weeks after receiving the Letter of Intent/Acceptance.

n) Payment Terms

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

o) Packing & Transportation

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

p) Default

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

q) Force Majeure

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

r) Increase in Price

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

Stamp & Signature

5. Integrity Pact

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

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

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

Note:

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

Stamp & Signature

6. Bidder Qualification Criteria

S.No.	Mandatory Eligibility Criteria	Remarks Yes / No	Required Supporting Documents
1.	Relevant experience of at least last three (03) years		One Relevant Purchase Order/Contract of each year
2.	Last 3 years' turnover with a minimum of 30 million (per year) on average		Annual Income Tax Return of last three years
3.	Active Income Taxpayer at the time of submission of the bid .		NTN and STRN registration certificates
4	Active Sales Taxpayer		Copy of Last month's Sales Tax & Services Tax return
5	Original Equipment Manufacturer (OEM) or authorized partner/distributor/reseller.		Authorized Certificate
6	Principal must have its own operational spares depot in Pakistan to facilitate efficient maintenance and reduce downtime.		Authorized letter required.
7	Bidder must be OEM's Tier-1 Partner should be associated with principal / Manufacturer since last 10 years.		Authorized letter required.

Note: Bidder must submit all the Supporting Documents for evaluation

7. Project Objective

The Institute of Business Administration, Karachi seeks to acquire Precision Air Conditioner Cooling Units at City Campus, Kiyani Shaheed Road, Karachi. The objective of this project is to get a complete solution with dismantling of the existing cooling units, commissioning, deployment, Installation, and warranty with onsite support for 3 years.

8. Scope of Work

a) The successful bidder will be responsible for the Commissioning and Installation of Precision AC Cooling Units at Data Centre, IBA City Campus, Kiyani Shaheed Road, Karachi.

b) The successful bidder may survey the site and quote services accordingly before the closing date and time of RFQ:

- Point of Contact: Mr. Mansoor Ali, Manager IT
- Contact No.: +92 333 2352536
- Location: IBA City Campus, Kiyani Shaheed Road, Karachi.
- Day & Time: January 14, 2026, from 10:00 AM to 04:00 PM

c) The successful bidder will be responsible to provide the required items prior the execution of the works at IBA stores, city campus, Karachi, along with the supplied item's delivery challan.

d) The successful bidder will be responsible to provide any other necessary accessories required during the execution of work.

e) The successful bidder will be responsible to provide Raised Flooring with perforated tiles and finishing as mentioned in Bill of Quantity.

f) The successful bidder will be responsible for the repair or replacement of any physical damage to items or property belonging to IBA, Karachi, caused by the bidder's personnel during the execution of the project.

g) IBA reserves the rights and instructs to install the required items mentioned in the Bill of Quantity, at multiple locations or at single location at IBA, Karachi.

h) Only genuine or original items will be accepted. Any substandard work or item will not be allowed or accepted. MAF / distribution/ partnership / reseller certificate required (for applicable items only).

Stamp & Signature

9. Bill of Quantity

S.No.	Items	Description	Quoted Model	Quoted Brand	Qty	UoM	Unit Price	Total Price
1	Precision Air Conditioner	Liebert or Equivalent 28.1 kW (net) Downflow with SMNP Card			2	Each		
		Cooling 1 Stage Electric Heater						
		Infrared Humidifier						
		R410C						
		HMI Color Touch Screen						
		EC Fan						
		G4 filter						
		Liebert Air Cooled Condenser 400V/3ph/50Hz (Indoor Unit)						
		Liebert Air Cooled Condenser 400V/3ph/50Hz (Outdoor Unit)						
		CRAC Condenser Air Volume 12000-14000						
		With 3-years official warranty with support						
2	Copper Piping	Copper piping			160	Feet		
		Evaporator Coil - Surface Area (m2) 0.3						
		Condenser Coil Surface Area (m2) 0.7046						
		for indoor and outdoor precision cooling units (80 Rft for each unit)						
3	Raised Flooring	Raised Floor (600mm x 600mm) Perforated Tiles			6	Nos		
4	Services, Installation & Commissioning of Work	Services, Installation & Commissioning of Work:			1	Job		
		Dismantling of existing Cooling Units						
		Installation of CRAC Units						
		Electrical Work						
		Commissioning of CRAC units						
	Total Amount of Supplies without Tax in PKR							
	25% GST (on applicable items only)							
	18% GST (on applicable items only)							
	Total Amount of Services without Tax in PKR							
	15% SST (on applicable items only)							
	Grand Total Amount with All Taxes in PKR							

Total Amount Rupees (in words) _____

Stamp & Signature

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

M/s _____

Contact Person_____

Address_____

Tel # _____ Fax _____

Mobile_____email_____

10 General Conditions of Contract

Commissioning and Installation of Precision AC Cooling Units at Data Centre

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

BETWEEN

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

AND

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

WHEREAS "IBA" intends to obtain 'Commissioning and Installation of Precision AC Cooling Units at Data Centre' vide Tender # IT/08/25-26 (IBA requirement) up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

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

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Commissioning and Installation of Precision AC Cooling Units at Data Centre". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Commissioning and Installation of Precision AC Cooling Units at Data Centre", discussions with "IBA" before the determination of the scope of supply and work with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Commissioning and Installation of Precision AC Cooling Units at Data Centre to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

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

Article II

SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Commissioning and Installation of Precision AC Cooling Units at Data Centre in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery time within 6-8 weeks after the issuance of Letter of Acceptance/Intent.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) whatsoever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/08/25-26.

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. _____ (inclusive of all taxes) 'Commissioning and Installation of Precision AC Cooling Units at Data Centre' vide tender # IT/08/25-26 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc.
- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Letter of Intent/Acceptance or Purchase/Work Order, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Letter of Acceptance or Letter of Intent. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required Items and services of

Commissioning and Installation of Precision AC Cooling Units at Data Centre with accessories.

- 3.3 Payment will be made after complete delivery and submission of commercial invoice in 30 working days.
- 3.4 Performance Security 5% of total amount of the Letter of Acceptance/Intent will be provided by the Supplier/Party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp papers challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional (other than Sales/Service Tax) will be paid/borne by SUPPLIER as per SRO/Notification.

Article IV **ARBITRATION**

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

Article V **TERMINATION**

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

Article VI **INDEMNITY**

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

Article VII **WARRANTY**

- 7.1 M/s _____ should provide 03 years comprehensive onsite warranty with support.

Article VIII **NOTICE**

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

Article IX **INTEGRITY PACT**

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

incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s _____ as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X
SEVERABILITY

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

Article XI
MISCELLANEOUS

11.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.

11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

11.3 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

11.4 All terms and conditions of tender vide # IT/08/25-26 will be the integral part of this agreement and can't be revoked.

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

"IBA"
NAME:

CNIC # _____
Address:
Registrar
Institute of Business

M/s
NAME:

CNIC # _____
Address:

Administration, Main Campus,
University Road, Karachi

WITNESS:

1. _____

CNIC # _____

Address:

Associate Registrar

Institute of Business

Administration, Main Campus

University Road, Karachi

Focal Person IBA

2. _____

M/s

NAME:

CNIC # _____

Address: