

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

TENDER FORM

Tender # IT/14/24-25 Provide, Supply and Install Wireless Access Points with Support

Date of Issue : **January 29, 2025**
Last Date of Submission : **February 14, 2025 (03:00 PM)**
Date of Opening of Tender : **February 14, 2025 (03:30 PM)**

Company Name: _____

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

GST Registration Number: _____

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

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

Notice Inviting Tender (NIT)**Tender Notice**

The Institute of Business Administration (IBA) Karachi, invites online bids on SPPRA EPADS (only) from tax-compliant firms / companies / distributors / suppliers /Service Providers, registered with the relevant tax authorities and SPPRA EPADS, for the following tender:

Tender Title (Ref. No.)	Procedure	Bid Security
Provide, Supply and Install Wireless Access Points (IT/14/24-25)	Single Stage One Envelope	2%
Tender Fee & Dates		
▶ <i>Tender Document Fee:</i> Rs. 10,000/-		
▶ <i>Issuance start date:</i> January 29, 2025, at 9:00 AM		
▶ <i>Issuance end date & time:</i> February 14, 2025, at 3:00 PM		
▶ <i>Submission date & time:</i> January 29, 2025, to February 14, 2025, from 9 AM to 3 PM		
▶ <i>Opening date and time:</i> February 14, 2025 at 3:30 PM		

The tender documents can be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan 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) 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, 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://portalsindh.eprocure.gov.pk/>

CONTENTS

1. Introduction	Page 4
2. Instructions	Page 5
3. Bidding Data	Page 7
4. Terms & Conditions	Page 8
5. Integrity Pact	Page 11
6. Project Summary	Page 12
7. Scope of Work	Page 12
8. Bidder Qualification Criteria	Page 12
9. Bill of Quantity	Page 13
10. General Conditions of Contract	Page 16

1. Introduction

Dear Tenderer

Thank you for your interest in responding to the IBA's advertisement which floated on the IBA & SSPRA websites on January 29, 2025, to "Provide, Supply and Install Wireless Access Points".

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 IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them over time.

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

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

Thank you.

-sd-

Registrar

2. Instructions

(a) **Sign & Stamp**

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

(b) **Filling in the Tender Form**

Filling the Tender Form in writing with ink or typing is mandatory. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper & 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 January 29, 2025, to February 14, 2025, from 09:00 AM to 03:00 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 & Signature

(f) Submission of Documents and Address

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) to be submitted on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/> by February 14, 2025 till 3:00 PM. The original Bid Security along with the Original Bid (duly signed and stamped) be delivered to IBA, Karachi on above mentioned address before bid opening schedule.

(g) Rights

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

(h) Delivery of Supplies

All supplies will be delivered directly to the IBA, Karachi, at the discretion of the IBA. If the supply delivered does not conform to the specifications and bill of quantity, the supply will not be acknowledged as satisfactory.

(i) Location of Installation

Equipment will be delivered at IBA Stores, Main Campus, University Enclave, University Road, Karachi. Installation of the equipment will be instructed by the IBA ICT department after the delivery. IBA will 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 & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Provide, Supply and Install Wireless Access Points.
- (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:** The last date for submitting the Tender Document is February 14, 2025, by 3:00 PM on SPPRA EPADS portal.
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on February 14, 2025, at 03:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** Liquidity damages at the rate of 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 & 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% 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 before the signing of the Contract. The Performance Security shall extend at least three months beyond the Completion of the contract.

c. Validity of the Tender

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

d. Currency

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

e. Ownership

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

f. Arbitration and Governing Law

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 Pakistan's substantive and procedural law. 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. Before final decision is made, IBA Karachi may ask to provide a demo unit that the supplier quoted in the tender.

Stamp & Signature

h. Support Capabilities

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

i. Compliance with specifications

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

j. Bid Evaluation:

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

m. Delivery Time

The items should be delivered within 10 to 12 weeks from the issuance of the Letter of Acceptance.

n. Inspection/Testing

The Head of Procurement in coordination of technical department will inspect the items as per specifications after arrival at IBA stores and will carry out necessary testing of equipment and render a Certificate of Correctness. The material of this order is subject to final inspection from Competent Authority Technical Team at the time of delivery.

o. Default

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

Stamp & Signature

p. Liquidity Damages

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

q. 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 (other than Sales/Service tax), the scope of supply and or any other head of account shall be allowed.

r. Increase in Taxes

For any increase in taxes, the IBA should not be responsible.

s. Genuinity

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

t. Invoice

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

u. Stamp Duty

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

v. Payment

80% payment will be made within 30 working days after the completion of delivery and submission of the commercial invoice. Remaining 20% after complete installation.

w. Demonstration

Demonstration of quoted or proposed brand or model along with all accessories may be required.

Stamp & Signature

5. Integrity Pact

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

Note:

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

Stamp & Signature

6. Project Summary

Institute of Business Administration, Karachi (IBA) requires Provide, Supply, Install & Support Wireless Access Points, as per below mentioned details.

1. Equipment and components, as mentioned in Bill of Quantity.
2. Technical support and updates.
3. Necessary software with licenses and support for one year.
4. Onsite comprehensive warranty for three years.

7. Scope of Work

- 1) The scope of this bid, and its subsequent order, is to Provide and Supply, complete install, Support / three years comprehensive warranties of equipment and components with transport and labour charges included in Bill of Quantity.
- 2) The selected bidder will be responsible to respond as specified below to calls, whether normal or urgent, for maintenance / support / replacement etc. of items which are part of this Bill of Quantity.
 - 24x7 on-site support with 2 hrs initial response time.
 - 24x7 on-site support with 4 hrs turnaround time.
- 3) The selected bidder should be responsible to handle level 2 and 3 technical support issues.
- 4) Bidder must provide backup for any faulty equipment in the warranty period, in case of delay in delivery of relevant model, as specified in Bill of Quantity.
- 5) Warranty includes replacement of the equipment included in Bill of Quantity (if necessary) without any additional cost.

8. Bidder Qualification Criteria

Sr. No.	Mandatory Eligibility Criteria	Remarks Yes / No	Required Supporting Documents
1.	Experience of at least three 3 similar or relevant projects completed / in hands in last 3 years.		One Relevant Purchase Order/Contract of each year
2.	Last 3 years' average annual turnover of 30 million at least		Annual Income Tax Return and Audited financial statement of last three years
3.	Active Income Taxpayer at the time of submission of the bid		NTN, SRB and STRN registration certificates
4.	Active Sales Taxpayer		Copy of Last month's Sales & Service Tax return
5.	Authorized Partnership / Reseller/ Distribution / OEM Certificate		Authorization Certificate / Letter

Note: Bidder must submit all the Supporting Documents for evaluation

Stamp & Signature

9. Bill of Quantity

S. No	Description	Qty	Unit Price	Total Amount
1.	Access Points Model: H3C WA6520 or compatible equivalent Internal Antennas 4 Streams Dual Radio 802.11ax/ac/n Access Point, FIT	19 units		
2.	Access Points Model: H3C WA6520H or compatible equivalent Internal Antennas 4 Streams Dual Radio 802.11ax/ac/n Walljack Access Point, FIT	21 units		
3.	Access Points Model: H3C WA6330 or compatible equivalent Internal Antennas 6 Streams Triple Radio 802.11ax/ac/n Access Point, FIT	24 units		
4.	Access Points Model: H3C WA6628 or compatible equivalent Internal Antennas 12 Streams Dual Radio 802.11ax/ac/n Access Point, FIT	4 units		
5.	Access Points Model: H3C WA6636 or compatible equivalent Internal Antennas 10 Streams Triple Radio 802.11ax/ac/n Access Point, FIT	22 units		
6.	Access Points Model: H3C WA6630X or compatible equivalent Internal Antennas 10 Streams Triple Radio 802.11ax/ac/n Access Point, FIT	8 units		
7.	Antenna Model: 2701A02H or compatible equivalent External Directional Antenna (5Ghz) 5150~5850MHz, 14dBi@5G, Vertical@30°, Horizon@30°, 50W, N-Type	8 units		

 Stamp & Signature

S. No	Description	Qty	Unit Price	Total Amount
8.	Antenna Model: 2701A02K or compatible equivalent External Omni Antenna (2.4Ghz) (4dBi), 5.150~5.850GHz (7dBi), Dual Band, N-J, Outdoor	4 units		
9.	License Model: 3130A1LC, LIS-WX-32-BE Enhanced Access Controller License, 32 APs, for Verticals, for V7V9	1 unit		
10.	License Model: 3130A2HC, LIS-WX-64-BE Enhanced Access Controller License, 64 APs, for Verticals, for V7V9	1 unit		
11.	Warranty & Support CT-Foundation Basic Service 1Y 5x9 Next Business Day-S, INT	2 jobs		
12.	Installation Charges	1 job		
Total				
18% GST (where applicable)				
15% SST (where applicable)				
Grand Total Amount				

Grand 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 _____

Stamp & Signature

10. General Conditions of Contract

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

BETWEEN

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

AND

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

WHEREAS "IBA" intends to obtain a Provide, Supply and Install Wireless Access Points vide tender # IT/14/24-25 (IBA requirement) up to the satisfaction & 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 & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Supply of Wireless Access Points". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I

DUTIES & SCOPE OF SUPPLY & SERVICES

- 1.1 This service includes, the " Provide, Supply, Install & Support Wireless Access Points", discussions with "IBA" before the determination of scope of services with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SERVICE PROVIDER" agrees to provide any/all kind of Services(s) & Work(s) of ' Provide, Supply, Install & Support Wireless Access Points' to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate their work with Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed 'Provide, Supply, Install & Support Wireless Access Points'.

- 1.4 “THE SERVICE PROVIDER” hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 “THE SERVICE PROVIDER” will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by “THE SERVICE PROVIDER”.
- 1.7 The SERVICE PROVIDER shall be responsible to provide hardware support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from the SERVICE PROVIDER in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.9 If the problem is not solved within agreed timeframe according to the severity level, thereafter, the SERVICE PROVIDER shall provide a backup unit.
- 1.10 The SERVICE PROVIDER shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per Service Level Agreement on monthly basis or according to the requirement of the IBA authorities.
- 1.11 Maintenance contract shall be with parts (without consumable parts), services and labor.
- 1.12 Service of all the equipment shall be carried out. Service plan shall be discussed with IBA authorities before its execution. Plan provided by IBA authorities.
- 1.13 All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.
- 1.14 No dispute rises regarding the replacement of faulty parts from SERVICE PROVIDER except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.15 THE SERVICE PROVIDER must provide backup units of same or superseded specifications if the original equipment requires repair. If SERVICE PROVIDER fails to do so, a penalty @ 2% of total contract amount per day, until backup unit is delivered to IBA, or original unit is returned to IBA after performing required maintenance / replacement on the part or machine.
- 1.16 All equipment to be covered under this Service Level Agreement shall be inspected by the SERVICE PROVIDER, before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 “THE SERVICE PROVIDER” will ‘Provide, Supply, Install & Support Wireless Access Points’ at IBA Main Campus, University Enclave, University Road, Karachi.

- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Network Switches in accordance with the description & specification.
- 2.3 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.4 "THE SERVICE PROVIDER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SERVICE PROVIDER" accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.
- 2.7 This Agreement shall be effective from XXXX XX 2025 till the completion of warranties and support after the delivery of required items as per Bill of Quantity.

Article II
PAYMENT

- 2.8 80% payment will be made within 30 working days after the completion of delivery and submission of the commercial invoice. Remaining 20% after complete installation.

Article III
WARRANTY

- 3.1 Comprehensive onsite OEM warranty with parts and labor.

Article IV
REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. _____ (inclusive of all taxes) Provide, Supply and Install Wireless Access Points vide tender # IT/14/24-25 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc.
- 4.2 Liquidity damages a the rate of 2% per month, of the total agreed-on payment as per the Letter of Acceptance or Purchase 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 Provide, Supply and Install Wireless Access Points to IBA.
- 4.3 Performance Security 5% of the total amount of the Letter of Acceptance will be provided by "THE SUPPLIER".

- 4.4 Stamp Duty @ 0.35% of the cost of the Letter of Acceptance 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 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 days 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 & 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 forgoing the M/s. _____ represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 10.3 M/s. _____ accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of the declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & 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 & 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 to obtain or induce procurement/work/ 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 Letter of Acceptance.
- 11.3 All terms and conditions of tender vide # IT/14/24-25 will be an integral part of this agreement.

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