



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

## **TENDER FORM**

**Tender # RM/02/26-27**

### **Provide & Supply Lightning Accessories**

**Date of Issue : September 14, 2026**

**Last Date of Submission : October 02, 2026 (03:00 PM)**

**Date of Opening of Tender : October 02, 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.

| <b>Tender Title (Ref. No.)</b>                       | <b>Procedure</b>                                                  | <b>Bid Security</b> |
|------------------------------------------------------|-------------------------------------------------------------------|---------------------|
| Provide & Supply Lightning Accessories (RM/02/26-27) | Singe Stage One Envelope                                          | Rs. 70,000/=        |
| <b>Tender Fee &amp; Dates</b>                        |                                                                   |                     |
| <i>Fee:</i>                                          | Rs. 2,000/-                                                       |                     |
| <i>Issuance start date:</i>                          | September 14, 2026 from 09:00 AM                                  |                     |
| <i>Issuance end date &amp; time:</i>                 | October 02, 2026, till 03:00 PM                                   |                     |
| <i>Submission date &amp; time:</i>                   | September 14, 2026 to October 02, 2026, from 09:00 AM to 03:00 PM |                     |
| <i>Opening date &amp; time:</i>                      | October 02, 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: Executive Procurement on 38104700, Ext: 2155

Email: [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk), IBA Website: <https://tenders.iba.edu.pk>

SPPRA EPADS Website: <https://portalsindh.eprocure.gov.pk/>

# **C O N T E N T S**

|                                   |         |
|-----------------------------------|---------|
| 1. Introduction                   | Page 4  |
| 2. Instructions                   | Page 5  |
| 3. Bidding Data                   | Page 7  |
| 4. Terms & Conditions             | Page 8  |
| 5. Integrity Pact                 | Page 10 |
| 6. Bidder Qualification Criteria  | Page 11 |
| 7. Bill of Quantity               | Page 12 |
| 8. General Conditions of Contract | Page 15 |

## **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 on September 14, 2026, to "Provide & Supply Lightning Accessories".

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 Procurement 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 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 IBA's Website.

### (b) Filling of Tender Form

It is mandatory to fill the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered 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 Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from September 14, 2026, to October 02, 2026, during working 09:00 AM to 03:00 PM or download directly from IBA website or SPPRA EPADS portal.

### (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 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<br>Institute of Business Administration,<br>Main Campus, University Enclave, University Road, Karachi. |
| Tel #:                | 021 38104700; Ext 2155                                                                                                       |
| Email:                | <a href="mailto:tenders@iba.edu.pk">tenders@iba.edu.pk</a>                                                                   |

### (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 October 02, 2026. **Tender Documents received by fax or email will not be accepted.**

### (g) Date of Opening of Tender

The bid will be opened on October 02, 2026, at 03:30 PM in the presence of representative bidders who may care to attend.

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Stamp & Signature

**(h) Rights**

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

**(i) Location of Deliveries**

Supply will be delivered at IBA Main Campus, University Enclave Karachi. IBA is 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 copy(ies) of the OEM certificate(s) etc. as proof of their claim.

**k) Sample**

The Bidder must submit the physical sample along with their bids at the time of physical bid submission.

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Stamp & Signature

### 3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** Provide & Supply Lightning Accessories.
- (c) **Procuring Agency's address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security amounting PKR 70,000/= 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 October 02, 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 October 02, 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 October 02, 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:** 30 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, amounting PKR 70,000/= 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.

### **(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.

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Stamp & Signature

**(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 30 days after receiving the Letter of Intent/Acceptance.

**(n) Payment Terms**

All payments will be made after the complete delivery as per the Bill of Quantity, 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.

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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 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, 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/supplier/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 a mandatory requirement other than auxiliary services/works.**

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Stamp & Signature

## 6. Bidder Qualification Criteria

| S.No. | Mandatory Eligibility Criteria                                            | Remarks<br>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 07 million (per year) on average |                     | Complete 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.    | Manufacturer / Authorized Distributor / Dealer / Reseller                 |                     | Certificate / Authorization Letter                     |
| 6.    | Non-Blacklist and No Litigation                                           |                     | Affidavits for both                                    |

***Note: Bidder must submit all the Supporting Documents for evaluation.***

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 Stamp & Signature

## 7. Bill of Quantity

| S.No.                                              | Items                                                                                                                                  | Quoted Brand | Quoted Model | Qty | UoM  | Unit Price | Total Price |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|-----|------|------------|-------------|
| 1                                                  | SMD Light<br>LED Spot Light, Round 150 mm; 17W; Warm White; Surface Philips or equivalent with official one year warranty              |              |              | 200 | Each |            |             |
| 2                                                  | SMD Light<br>LED Spot Light, Round 150 mm; 17W; Cool D-lgt; Surface Philips or equivalent with official one year warranty              |              |              | 200 | Each |            |             |
| 3                                                  | SMD Light<br>LED Spot Light, Round 125 mm; 13W; Warm White; Recessed Philips or equivalent with official one year warranty             |              |              | 250 | Each |            |             |
| 4                                                  | SMD Light<br>LED Spot Light, Round 125 mm; 13W; Cool D-lgt; Recessed Philips or equivalent with official one year warranty             |              |              | 250 | Each |            |             |
| 5                                                  | Bollard Light<br>Die Cast Aluminium & Polycarbonate; H30"xW6";<br><b>high quality as per the sample available at Procurement dept.</b> |              |              | 50  | Each |            |             |
| 6                                                  | LED Bulb<br>13W; Phillips or equivalent Cool White 6500K with official one year warranty                                               |              |              | 300 | Each |            |             |
| 7                                                  | LED Bulb<br>9.5W; Warm White; Phillips or equivalent Warm White 4000K with official one year warranty                                  |              |              | 300 | Each |            |             |
| 8                                                  | Osram or equivalent Fire Ball; 70 Watt Fire Ball; 70W; with official one year warranty                                                 |              |              | 50  | Each |            |             |
| <b>Total Amount of Supplies without Tax in PKR</b> |                                                                                                                                        |              |              |     |      |            |             |
| <b>18% GST</b>                                     |                                                                                                                                        |              |              |     |      |            |             |
| <b>Grand Total Amount with All Taxes in PKR</b>    |                                                                                                                                        |              |              |     |      |            |             |

**Grand Total Amount Rupees (in words)** \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature



Picture: Bollard Lights (bidder can visit IBA, Main Campus before bid opening, for view physically).

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

## **8. General Conditions of Contract**

### **Provide & Supply Lightning Accessories**

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

#### **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 Provide & Supply Lightning Accessories vide tender # RM/02/26-27 (IBA requirement) up to the satisfaction and handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

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

#### **WITNESSETH**

"IBA" hereby offers to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide & Supply Lightning Accessories". "THE SUPPLIER" hereby agrees to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

#### **Article I**

##### **DUTIES & SCOPE OF SUPPLY AND AGREEMENT**

- 1.1 This Agreement includes, the "Provide & Supply Lightning Accessories", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of required Provide & Supply Lightning Accessories 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 Sr. Executive Office Technical Maintenance, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provide & Supply Lightning Accessories.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Road, University Enclave, 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 agrees and acknowledges to 'Provide & Supply Lightning Accessories' in accordance with the Description & Specification in Bill of Quantity.
- 2.2 "THE SUPPLIER hereby agrees and acknowledges the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery on or before \_\_\_\_\_ 2026.
- 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) / machinery(s) whatsoever required to complete the procurement at the cost/charges amount offered in the tender vide # RM/02/26-27.

## **Article III**

### **REMUNERATION**

- 3.1 The cost offered by the Supplier is Rs. \_\_\_\_\_ (inclusive of all taxes) 'Provide & Supply Lightning Accessories' vide tender # RM/02/26-27 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 the Letter of Intent/Acceptance, 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 Intent/Acceptance. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide & Supply Lightning Accessories.
- 3.3 All payments will be made after complete delivery as per BoQ and scope of work within 30 working days after submission of commercial invoice.
- 3.4 Performance Security 5% of total amount of the Letter of Intent/Acceptance will be provided by the 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 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**

### **NOTICE**

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

### **Article VIII**

### **INTEGRITY PACT**

- 8.1 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).
- 8.2 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.

- 8.3 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.
- 8.4 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 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** **MISCELLANEOUS**

- 10.1 Any addition & alteration(s) made for item(s) or services 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 or services, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over with satisfactory completion of work to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.
- 10.2 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.
- 10.3 All terms and conditions of tender vide # RM/02/26-27 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, Karachi  
Name: \_\_\_\_\_  
CNIC # \_\_\_\_\_

M/s.  
Name: \_\_\_\_\_  
CNIC # \_\_\_\_\_

Address:  
Registrar,  
Institute of Business Administration  
Main Campus, University Road, Karachi

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESS:**

**1.** \_\_\_\_\_  
IBA, Karachi  
Name: \_\_\_\_\_  
CNIC # \_\_\_\_\_

**2.** \_\_\_\_\_  
M/s. \_\_\_\_\_  
Name: \_\_\_\_\_  
CNIC # \_\_\_\_\_

Address:  
Associate Registrar,  
Institute of Business Administration  
Main Campus, University Road, Karachi

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