

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

Request for Proposal (RFP)

RFP # CS/01/25-26

Hiring Consultant to Redesign IBA Brand Identity & Guidelines

Date of Issue : July 23, 2025

Last Date of Submission : August 7, 2025 (3:00 PM)

Date of Opening of Tender : August 7, 2025 (3:30 PM)

Company Name: _____

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

GST Registration Number: _____

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

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

Notice Inviting Tender (NIT)

Request for Proposal (RFP)

The Institute of Business Administration (IBA) Karachi, invites online bids on SPPRA EPADS from active taxpaying, competent and qualified Consultants, registered with the relevant tax authorities and SPPRA EPADS, for the following:

RFP Title (Ref. No.)	Procedure	Bid Security
Hiring Consultant to Redesign IBA Brand Identity & Guidelines (CS/01/25-26)	Single Stage One Envelope	2%
Document Fee and Important Dates		
<ul style="list-style-type: none">▶ <i>Tender Fee:</i> Rs. 3,000/-▶ <i>Issuance start date:</i> July 23, 2025, from 9:00 AM▶ <i>Issuance end date & time:</i> August 7, 2025, till 3:00 PM▶ <i>Submission date & time:</i> July 23, 2025, to August 7, 2025, from 9:00 AM to 3:00 PM▶ <i>Opening date and time:</i> August 7, 2025, at 3:30 PM		

Tender documents are available at the Office of the **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi**, on any working day (Monday to Friday). The 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 Bidder

Thank you for your interest in responding to the IBA's advertisement which floated on the IBA and SPPRA websites on July 23, 2025, for "Hiring Consultant to Redesign IBA Brand Identity & Guidelines".

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

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

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

Thank you.

Stamp and Signature

2. Instructions

(a) **Sign and Stamp**

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

(b) **Filling in RFP Form**

It is mandatory to fill the RFP Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a piece of paper and clearly mention the item/column name or number etc. that referred to the column/item of the RFP Form.

(c) **Collection of Document**

You can collect the RFP Document from the office of the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from July 23, 2025, to August 7, 2025, from 9:00 AM to 3:00 PM.

(d) **RFP Number**

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

(e) **Communication**

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

Contact Person (IBA):	Senior Executive Procurement Institute of Business Administration, Main Campus, University Enclave, Karachi
Tel #:	021 38104700; Ext 2152
Email:	tenders@iba.edu.pk

Stamp and Signature

(f) Submission of Documents and Address

Separate envelopes clearly labelled 'Original Document', 'Copy' and 'Bid Security' must be submitted on or before the last date to submit the RFP documents. RFP Documents can be dropped in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on August 7, 2025. **RFP Documents received by fax or email will not be accepted.**

(g) Rights

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

(h) Clarification / Proof

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The firms should also provide a copy(ies) of the certificate(s) etc as proof of their claim.

(i) Additional Taxes

Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

(j) Conditional / Optional / Alternate Bids

Such bids will not be accepted.

Stamp and Signature

3. Terms and Conditions

a. Bid Security

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

b. Performance Security

The successful bidder should provide 5% Performance Security of the total value of the Purchase Order in the form of a Pay Order or bank guarantee 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 90 days from the closing date of the submission of the proposal. However, the Firms 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

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.

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.

Stamp and Signature

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 FIRM quoted in the tender. After the final inspection of the unit, the decision will be made.

h. Compliance with specifications

The Firms shall provide information as per the requirements given in the scope.

i. Clarification

Consultant(s) who meet the requirements of the TORs and the commercial and contractual conditions, and if the Consultant finds any ambiguity, omission or internal contradiction, or any feature that is unclear or that appears restrictive, they should seek clarification before the closing date of submission.

j. Bid Evaluation:

The bid will be considered the 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. Invoice

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

m. Stamp Duty

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

n. Payment:

The assignment is on fixed fees and will be paid by cheque after approval of the Report by the IBA.

o. Liquidity damages:

Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed completion of services.

Stamp and Signature

4. Integrity Pact

- (a) Its intention is not to obtain the Provide and 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 and 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 the aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the firm/bidder as aforesaid to obtain or induce work/service or other obligation or benefit in whatsoever from the IBA.

Note:

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

Stamp and Signature

5. Scope of Service

IBA Karachi is intending to redesign its Brand Guidelines & Brand Identity. To process, below is a comprehensive outline of the scope/requirement of work/services. The selected Consultant will be required to deliver effectively and meet IBA Karachi's needs.

1. Project Assessment and Brand Audit

Conduct a comprehensive evaluation of the existing brand identity, including:

- Logo, color schemes, typography, and design elements.
- Current brand guidelines and their effectiveness.
- Alignment of the brand with organizational mission, vision, and values.
- Stakeholder perceptions (internal and external).
- Competitor benchmarking and market analysis.
- Provide a detailed report highlighting strengths, weaknesses, opportunities, and areas for improvement.

2. Brand Strategy Development

Collaborate with stakeholders to refine or redefine:

- Organizational mission, vision, and values.
- Target audience and buyer personas.
- Brand positioning and unique value proposition (UVP).
- Core messaging and brand story.
- Develop a brand strategy document that serves as the foundation for the rebranding process.

3. Visual Identity Creation/Redesign

Conceptualize and design a new or refreshed visual identity that aligns with the brand strategy, including:

- Logo redesign or refinement.
- Definition of a cohesive color palette.
- Typography (primary and secondary fonts).
- Iconography and imagery styles.
- Provide multiple design concepts and iterations based on feedback.

4. Verbal Identity Development

- Develop a tone of voice and communication style consistent with the brand personality.
- Draft core messaging frameworks, including:
- Taglines or slogans.
- Brand story and elevator pitch.
- Messaging guidelines for different audiences and platforms.

Stamp and Signature

5. Creation of Comprehensive Brand Guidelines

Develop a detailed brand style guide that includes:

- Logo usage rules (e.g., placement, size, color variations).
- Typography guidelines.
- Color usage guidelines (including RGB, CMYK, HEX codes).
- Photography and imagery styles.
- Tone of voice and messaging dos and don'ts.
- Templates for marketing materials (e.g., business cards, letterheads, presentations, email signatures).
- Digital and social media branding standards.

6. Stakeholder Engagement and Feedback

- Facilitate workshops or focus groups to gather input from key stakeholders (leadership, employees, customers, etc.).
- Present concepts and gather feedback at critical milestones.
- Refine deliverables based on stakeholder input to ensure alignment with organizational goals.

7. Implementation Support

Provide guidance on rolling out the new brand identity across all platforms and materials, including:

- Recommendations for updating digital assets (e.g., website, social media profiles).
- Best practices for transitioning from the old to the new brand identity.
- Offer training sessions or handbooks for internal teams to ensure consistent application of brand guidelines.

8. Deliverables

The consultant will deliver the following:

- **Brand Audit:** Assessment of existing branding elements, including logo, color palette, and typography.
- **Logo Usage Guidelines:** Creation of standards for logo application, including sizes, colors, and backgrounds.
- **Color Palette:** Definition of primary and secondary colors with codes for digital and print media.
- **Typography Guidelines:** Selection of fonts for headings, body text, and other applications
- **Photography Style:** Guidelines for imagery, including tone, subjects, and usage.
- **Templates:** Design templates for presentations, stationery, and social media.
- **Brand Voice and Messaging:** Definition of tone, language style, and key messages to reflect IBA's identity.
- **Final Compilation:** Integration of all sections into a comprehensive brand guideline document

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9. Timeline

Define a clear project timeline, including:

- Key milestones (e.g., completion of brand audit, delivery of initial concepts, finalization of guidelines).
- Deadlines for deliverables and feedback rounds.

10. Support and Consultation

- Offer post-project support for a defined period to address questions or assist with the implementation of the new brand identity.
- Provide recommendations for ongoing brand management and evolution.

Additional Information

- IBA Karachi retains intellectual property rights for all deliverables.
- IBA Karachi expects meetings, reporting frequency, and communication throughout the project.
- The selected consultant's role is to coordinate with internal teams or external vendors, where applicable.

Local/International Practices

References are given in the links below with the names of the university/institutions.

- *International Universities*
 - [Stanford Identity Guide](#)
 - [International Space University](#)
 - [Columbia University Visual Identity](#)
- *Local University*
 - [LUMS Brand Guidelines](#)

Implementation Plan Requirement in a Technical Bid

➤ Project Kickoff:

- **Timeline:** Initiate the project with a briefing session with all stakeholders.
- **Activities:** Conduct a brand audit, assign responsibilities, and finalize a timeline for deliverables.

➤ Phase-Wise Development:

- **Phase 1:** Research and discovery, including stakeholder interviews and an audit of existing branding materials.
- **Phase 2:** Drafting individual sections such as logo guidelines, typography, color palette, and templates.
- **Phase 3:** Review and iteration of drafts based on stakeholder feedback.
- **Phase 4:** Final compilation of the brand guideline document and approval from senior management.

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➤ **Feedback Mechanism:**

- Set up a feedback loop during the rollout phase to identify areas of improvement and refine the guidelines where necessary.

Table of Content for the Brand Guideline

Messages

- Executive Director
- Registrar
- School Deans
- Head - Marketing & Communications

Campus Branding

- IBA Corporate Flag
- Push/Pull , Open/Close
- Standees (Corporate, Schools, Centers & Dept.)
- IBA Backdrop with Partners
- IBA Backdrop (Corporate, Schools, Centers & Dept.)
- Directional Signage/ Roman Banners (Corporate, Schools, Centers & Dept.)

IBA Brand Story

- Introduction
- Mission/Vision/Core Values (Corporate/School/Centers/Dept)
- Brand Mantra

IBA Partnership

- Endorsements
- Co-Branding Guideline

IBA Brand Identity (Corporate)

- New Logo
- Insignia
- Tagline
- Logo Variations
- Logo Colors
- Logo Positioning and Sizing
- Examples of Correct Usage
- Examples of Incorrect Usage

IBA Corporate with Sub-brands (Schools, Centres & Departments)

- Logo Placements
- Usage with Parent Logo
- Incorrect use

IBA Color Palette (Corporate/Schools, Centers & Departments)

- Primary Colors
- Secondary Colors
- Color Infographics

IBA Tonality

- Clarity over British/American
- Guidelines for Writing Style
- Examples of Correct Usage
- Examples of Incorrect Usage

Stamp and Signature

IBA Applications (Stationary):

- Business Card
- Letterhead
- Envelopes (A4, A5, DL)
- Merchandising (Corporate, Schools, Centers & Dept.)
- Stamp (Personnel & Department)
- Certificate
- Employee Card (Staff, Faculty, Student)

Digital:

- Presentation Templates (Corporate, Schools, Centers & Dept.)
- Website Design and Guidelines (Corporate, Schools, Centers & Dept.)
- Social Media (colour usage, styles, platform-specific variations for Corporate, Schools, Centers)
- Publication (Design + Layout)
- Email Signature
- Desktop Wallpaper + Screen Saver + SMD Screen

Advertising/ Publication:

- Newspaper Ads
- Brochures
- Flyers
- Posters
- Booklets
- Tender Ads
- Career Opportunity Ads
- Press Release
- Calendars – yearly/training

IBA Photography and Videography

- Portraits
- Group Images
- Image Color Treatment
- Name bands
- Intro-Outro
- Reels and Landscape Video

Stamp and Signature

6. Bidder's Qualification Criteria

S. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No	Documentary Evidence Required
1	Minimum five (5) years of similar experience.		Certificate of incorporation or any other relevant proof
2	Turnover of minimum Rs. 5 million (per annum) in the last 3 years		Annual Return and Audited Financial Statements of last 3 years
3	Tax registration		<ul style="list-style-type: none"> Copy of certificates Last month's return (Both FBR and SRB)
4	Bidder should have at least 03 Technical Personnel deployed specifically on this project		Relevant CVs and appointment letters
5	Successful completion of at least three (03) similar projects completed in the last three years.		Testimonial from the customer that can be verified by IBA, Karachi, through the contact detail provided
6	Affidavit that the company has never been blacklisted by any government/semi-government/ autonomous body or private company		Affidavit on Rs.200/- stamp paper
7	The firm has its local office in Karachi		Office address
8	Company organogram and relevant personnel experiences		On company letterhead
9	Member of professional advertising association (e.g. Pakistan Advertising society)		Certificate of membership

Note: Bidder must upload all the Supporting Documents on SPPRA EPADS for evaluation. Any missing documents may affect the bid evaluation.

Stamp and Signature

7. Technical Evaluation Criteria

This RFP is based on QCBS. The proposal will consist of the Bidder's own marking on Technical Criteria mentioned in clause b of this document and their supporting documents. The Financial Proposal will consist of the bidder's Financial Bid to complete the assignment. The assignment will be awarded on QCBS methodology which will be based on 70:30 i.e. Technical and Financial respectively.

On receipt of proposals, the Consultant Selection Committee, appointed by the IBA, shall evaluate the proposals of all the contestants. The committee will evaluate each proposal as regards the technical criteria set below. The firm with the lowest financial bid will be given a 100 score and other bidders will be scored on relative percentage terms.

The technical and financial scores will be weighted using the weights/scaling method. For the selection of firms, the technical factor is weighted at 70% and financial cost at 30%.

To determine the weighted scores, multiply the actual technical and financial scores by the percentage weights.

To determine the total score, simply add the weighted technical and financial scores together.

The example in the table below; the Firm 'A' technical and financial scores received are mentioned in the original score column, the weights are stated in accordance with the SBD document, the calculation of weighted scores and the total score is as follows:

	Scores Obtained (e.g.)	Weightage	Calculation	Results
Technical	60	70%	$(60/75)*70$	56
Financial	80	30%	$80*30\%$	24
Total				80

- The minimum marks for Technical Proposal: 50
- Each Technical Proposal will be evaluated according to the Criteria given below:
(Attach all supporting documents as mentioned below)

Stamp and Signature

Sr #	Criteria	Max Marks (75)	Documents Req
(a)	Number of clients in the last three years. <ul style="list-style-type: none"> • 20 or more 15 marks • 10-19 07 marks • 5-9 03 marks 	15	Provide Service Orders
(b)	Experience of “Similar work” in the last three years <ul style="list-style-type: none"> • Three marks for each completed work 	30	Provide completion certificates
(c)	Number of Employees with relevant Experienced (at least 1 year) on their permanent payroll <ul style="list-style-type: none"> • more than 15 15 marks • 11-15 10 marks • 5-10 07 marks 	15	Provide CVs and appointment letters
(d)	Award (PAS, EFFIE, DRAGON of Asia etc.) in last three years <ul style="list-style-type: none"> • Three marks for each award 	15	Copy of the document

Note: Bidder must upload all the Supporting Documents on SPPRA EPADS for evaluation. Any missing documents may affect the bid evaluation.

Stamp and Signature

8. Financial Proposal

The Financial Proposal shall be submitted in the following template.

Description	Amount (PKR)
Redesign IBA Brand Guidelines & Brand Identity As per the complete Scope of Service	
15% SST	
Grand Total	

Grand Total Rupees (in words) _____

Stamp and Signature

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

M/s _____

Contact Person _____

Address _____

Tel # _____ Fax _____

Mobile _____ Email _____

Stamp and Signature

9. 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 FIRM” (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr** _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS “IBA” intends to obtain the Services of an Redesigning Brand Guideline vide tender # CS/01/25-26 (IBA requirement) up to the satisfaction and handing over the material(s) to the “IBA” having accepted the offer in a finished form complete in all respect.

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

WITNESSETH

“IBA” hereby offers to appoint “THE FIRM” as their Redesigning Brand Guideline for the specific purpose of “Services of redesigning Brand Guideline”. “THE FIRM” hereby agrees to the offer of the “IBA” in acceptance of the terms and conditions herein below forth.

Article I

DUTIES and SCOPE OF SERVICES

- 1.1 “THE FIRM” agrees to Provide Services as Redesigning Brand Guideline to “IBA” whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.2 “THE FIRM” will coordinate their work with the Head of Procurement, of the “IBA” who will assist “THE FIRM” in the supervision of the proposed Services.
- 1.3 “THE FIRM” will visit the Procurement Department located at Main Campus, University Road, Karachi as and when required with a prior appointment.
- 1.4 All logistic charges will be borne by “THE FIRM”.

Article II

PAYMENT

- 2.1 Payment will be made through Cheque after invoice submission and assignment completion.

Stamp and Signature

Article IV
REMUNERATION

- 4.1 The cost offered by THE FIRM is Rs. _____ (inclusive of all taxes) appointment of a consultant vide tender # CS/01/25-26 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc.
- 4.2 Liquidity damages at the rate of 2% per month of the total agreed-on payment as per the contract of the total cost, will be imposed in case of delayed services. Services will be deemed completed in finished form as per specification and "THE FIRM" has to deliver the required Services.
- 4.3 Performance Security 5% of the total amount of the Contract will be provided by "THE FIRM".
- 4.4 Stamp Duty @ 0.35% of the cost of the Contract will be deposited in the Government treasury by THE FIRM.

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 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.
- 5.2 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 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 FIRM" 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 FIRM", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE FIRM" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VIII
NOTICE

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

Article IX

SEVERABILITY

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

Article X

INTEGRITY PACT

- 10.1 The intention not to obtain the procurement/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 10.2 Without limiting the generality of 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 obtained the aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. _____ agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s. _____, as aforesaid to obtain or induce procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XI

MISCELLANEOUS

- 11.1 The terms and conditions of the AGREEMENT have been read over to the parties which admit being 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 Award.
- 11.3 All terms and conditions of RFP, vide # CS/01/25-26 will be an integral part of this agreement.

Stamp and Signature