

Tender Fee: Rs. 5,000/-
(Non-Refundable)

TENDER FORM

Tender # FF/02/25-26 Provide & Supply Auditorium Chairs

Date of Issue : **June 12, 2026**
Last Date of Submission : **June 26, 2026 (03:00 PM)**
Date of Opening of Tender : **June 26, 2026 (03:30 PM)**

Company Name: _____

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

GST Registration Number: _____

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

Amount of Rs. _____, **Dated:** _____

Notice Invitation Tender (NIT)

Tender Notice

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

Tender Title (Ref. No.)	Procedure	Bid Security
Provide & Supply Auditorium Chairs (FF/02/25-26)	Single Stage One Envelope	2%
Tender Fee & Dates		
<i>Fee:</i>	Rs. 5,000/-	
<i>Issuance start date:</i>	June 12, 2026, from 09:00 AM	
<i>Issuance end date & time:</i>	June 26, 2026, till 03:00 PM	
<i>Submission date & time:</i>	June 12, 2026, to June 26, 2026, from 09:00 AM to 03:00 PM	
<i>Site visit (mandatory):</i>	June 18, 2026, 10:00 AM to 01:00 PM (IBA Main Campus)	
<i>Opening date & time:</i>	June 26, 2026, at 03:30 PM	

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

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

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

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

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

REGISTRAR

IBA, Main Campus, Karachi University Enclave, Karachi-75270

UAN: 111-422-422, Fax: (92-21) 99261508

Contact Person: Sr. Executive Procurement on 38104700, Ext: 2152

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

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

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1. Introduction

Dear Tenderer:

Thank you, the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SPPRA websites and leading newspapers on June 12, 2026, to "Provide & Supply Auditorium Chairs".

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

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

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

Thank you.

-sd-

Registrar

2. Instructions

(a) Sign & Stamp

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

(b) Filling of Tender Form

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

(c) Collection of Tender

You can collect the Tender Document from the office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from June 12, 2026, to June 26, 2026, during working 09:00 AM to 03:00 PM or download directly from IBA website or SPPRA EPADS portal.

(d) Submission of Tender

The last date of submit the Tender Document in sealed envelope is June 26, 2026, by 03:00 PM in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi. The Tender will be opened on same day at 03:30 PM in the presence of representatives who may care to attend.

(e) Tender Number

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

(f) Communication

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

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

Stamp & Signature

(g) 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 June 26, 2026. **Tender Documents received by fax or email will not be accepted.**

(h) Date of Opening of Tender

Bid will be opened on June 26, 2026, at 03:30 PM at Office of the Head of Procurement, IBA Main Campus, in presence of representative bidders who may care to attend.

(i) Rights

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

(j) Location of Delivery

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

k) 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.

l) Conditional / Optional / Alternate Bids

Such bids will not be accepted.

m) Site Survey

The Bidder must survey the site (Auditorium) on;

- Date: June 18, 2026
- Time: 10:00 AM to 01:00 PM
- Location: Auditorium, IBA Main Campus, University Road, University Enclave, Karachi
- Contact Person: Mr. Kazi Muhammad Mazharuddin
- Contact No. +92 3333753147

Stamp & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** Provide & Supply Auditorium Chairs.
- (c) **Procuring Agency's address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Forty-Five Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the Tender Document is June 26, 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 June 26, 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 June 26, 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:** 60 days.
- (i) **Liquidity damages:** In the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before the expiry of such period giving reasons or justification for delay. However, the purchaser reserves the right to take the following actions:
 - 1) Evaluate the request for extension in the delivery period as per its merit and may consider extension in delivery period or otherwise.
 - 2) May cancel the contract.
 - 3) Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.
- (j) **Contract Agreement:** Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising stamp duty of 0.35% (converted amount in PKR) of the total value of Bid offered in response to the tender. Stamp duty will be paid by the bidder.
- k) **Deposit Receipt No:** _____ **Dated:** _____
Amount (in words and figures): _____
Pay Order / Demand Draft #: _____, **Amount: Rs.** _____
Drawn on Bank: _____, **Dated:** _____

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

Stamp & Signature

4. Terms & Conditions

a) Bid Security

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

b) Performance Security

Successful bidder should provide 5% Performance Security of 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/Completion of contract.

c) Validity of the Tender

All proposal and prices shall remain valid for a period of 45 days from the closing date of the submission of the proposal. However, the Manufacturer / firms / companies / distributors / suppliers 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

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.

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 demo unit which supplier quoted in the tender. After the final inspection of the unit the decision will be made.

Stamp & Signature

h) Support Capabilities

The Manufacturer / Firms / Companies / Distributors / Suppliers should indicate the support capabilities for all the hardware provided during the course of the warranty.

i) Compliance to Specifications

The manufacturer/firms/companies/distributors/suppliers shall provide information as per requirements given in BoQ. However, manufacturer / firms / companies / distributors / suppliers can submit multiple solutions. Manufacturer/firms/companies/distributors/suppliers may not propose / supply any kind of refurbished hardware equipment's / components in their proposals.

j) Cancellation

IBA reserves the right to cancel any or all of the above items if 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 total value of the Letter of Intent/Acceptance will be levied accordingly.

m) Delivery Time

All supplies should be completely delivered at IBA within 60 days after receiving the Letter of Intent/Acceptance.

n) Payment Terms

Payment will be made within 30 working days, after the complete supply and installation of required items as per the Bill of Quantity and submission of the commercial invoice at IBA, Main Campus, University Enclave, University Road, Karachi.

o) 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.

p) 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.

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, the scope of supply or services and or any other head of account shall be allowed.

r) Sample

A sample would be provided by the bidder upon request for evaluation.

Stamp & Signature

s) 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.

t) Genuinity

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

u) 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.

v) Physical Inspection

Physical inspection at the manufacturer/distributor site may be carried out.

Stamp & Signature

5. Integrity Pact

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

Stamp & Signature

6. Bidder Qualification Criteria

S.No.	Mandatory Eligibility Criteria	Remarks Yes / No	Required Supporting Documents
1.	Relevant experience of at least last three (03) years		One Relevant Purchase Order/Contract of each year.
2.	Last 3 years' turnover with a minimum of 30 million (per year) on average		Annual Income Tax Return of last three years.
3.	Active Income Taxpayer at the time of submission of the bid		NTN and STRN registration certificates.
4.	Active Sales Taxpayer		Copy of Last month's Sales Tax & Services Tax return.
5.	Non backlisted and No Litigation affidavit.		Affidavits for both
6.	Bidder must provide ANSI/SGS/BIFMA Certification.		Copy of Certificate of Manufacturer

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

Stamp & Signature

7. Bill of Quantity

Item	PRODUCT SPECIFICATIONS		Qty	UoM	Unit Price	Total Price	
AUDITORIUM CHAIR (Imported)- LUMINA or equivalent	General	Brand:	HOZE or equivalent	264	Each		
		Model:	HS-2102A (Lumina or equivalent)				
		Type:	Fixed Auditorium / Lecture Hall Seating				
	Construction & Materials	Seat & Back Cushion:	High-density PU moulded foam (45–65 kg/m ³)				
		Outer Shell (Seat & Back):	Painted rigid outer panel (approx. 15 cm thickness)				
		Armrests:	Frame: Aluminum alloy Top: Solid wood finish				
		Leg Structure:	Fixed pedestal type, aluminum alloy construction				
	Writing Tablet	Bracket:	Aluminum alloy				
		Writing Surface:	High-quality ABS plastic				
		Type:	Foldable / integrated writing tablet				
	Mechanism	Seat Operation:	Gas spring-assisted tip-up mechanism				
		Return System:	Damping (soft-close) mechanism for smooth and noiseless operation				
	Performance & Standards	Tested in accordance with ANSI/BIFMA X5.1-2017 standards					
		Seat durability:	Passed 100,000 cycles without functional failure				
		Impact strength:	Compliant under dynamic loading conditions				
	Warranty	03 years comprehensive warranty.					
		Covers structural integrity, mechanism performance, and material defects under normal usage					
Removing and Installation	Removing of old chairs and installation of new chairs						
Total Amount of Supplies without Tax in PKR							
18% GST							
Grand Total Amount with All Taxes in PKR							

Total Amount Rupees (in words) _____

Stamp & Signature



Foam	PU molded foam (45-65KG/m ³)
Feet	Aluminium alloy fixed feet
Armrest	Solid wood armrest surface
Outer Panel	15 cm painted seat/back outer panel
Bracket	Aluminum alloy writing board bracket
Writing Board	ABS writing board
Mechanism	Gas spring ,Damping return mechanism

**Lumina Auditorium Chair
HS-2102A**

Total Height	1040mm
Seat Depth	450mm
Total Depth	787mm

Color Option

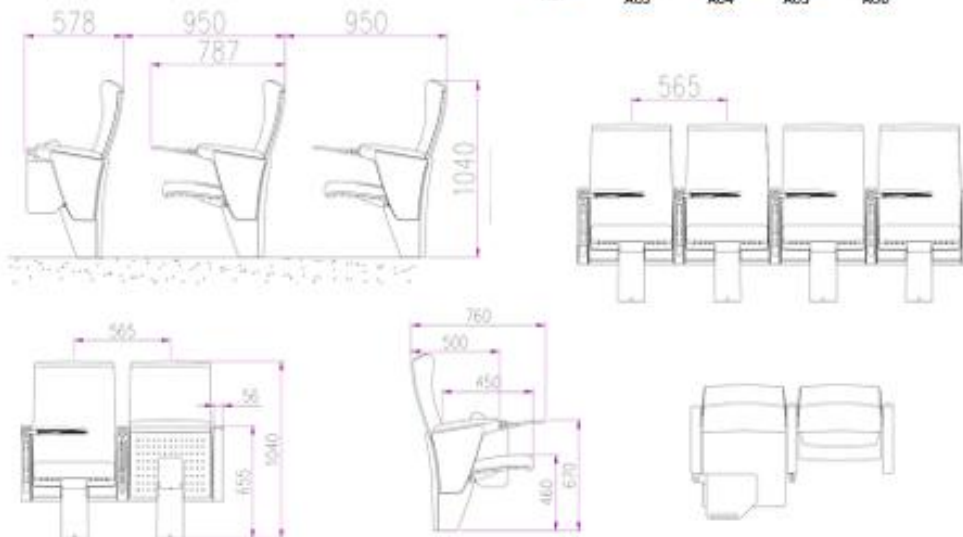
Fabric Color



Armrest Polish Color



Dimensions



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

8. General Conditions of Contract

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. _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain a Supply of Auditorium Chairs vide tender # FF/02/25-26 (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 SUPPLIER" as their supplier for the specific purpose of "Supply of Auditorium Chairs". "THE SUPPLIER" hereby agrees to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

Article I

DUTIES and SCOPE OF SUPPLY

- 1.1 "THE SUPPLIER" agrees to Provide and Supply Auditorium Chairs to "IBA" whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with the Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Supply of Auditorium Chairs.
- 1.3 "THE SUPPLIER" 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 SUPPLIER".
- 1.5 Delivery time must be within 30 days from the date of the Purchase Order.

Article II

PAYMENT

- 2.1 Payment will be made on or before 30 days after delivery and submission of the invoice.

Article III

WARRANTY

- 3.1 03 years comprehensive onsite warranty.

Article IV

REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. _____ (inclusive of all taxes) Supply of Auditorium Chairs vide tender # FF/02/25-26 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 payment as per the Work 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" has to deliver the required number of Supply of Auditorium Chairs to IBA.
- 4.3 Performance Security 5% of the total amount of Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order 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 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-day 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, 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 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 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.

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 and remedies available to the IBA under any law, contract, or other instruments, be 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 for the purpose of obtaining or inducing 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 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 Purchase Order.

11.3 All terms and conditions of tender vide # FF/02/25-26 will be an integral part of this agreement.

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