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

TENDER FORM

Tender # ME/04/24-25 Provide & Supply Security and Surveillance Equipment with Accessories

Date of Issue	: September 25, 2024
Last Date of Submission	: October 11, 2024 (03:00 PM)
Date of Opening of Tender	: October 11, 2024 (03:30 PM)
Company Name:	
NTN:, S	RB Registration Number:
GST Registration Number:	
Pay Order / Demand Draft #	, Drawn on Bank
Amount of Rs.	. Dated:

Notice Inviting 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 Security and Surveillance	Single Stage One	2%
Equipment with Accessories (ME/04/24-25)	Envelope	

Tender Fee & Dates

► Tender Fee: Rs. 5,000/-

► Issuance start date: September 25, 2024, from 9 AM
► Issuance end date and time: October 11, 2024, till 3 PM

▶ Submission date and time: September 25, 2024, to October 11, 2024, from 9 AM to 3 PM

▶ Opening date and time: October 11, 2024 at 3:30 PM

Bidders are instructed to also submit the bid online on SPPRA EPADS website https://portalsindh.eprocure.gov.pk/ by the Opening date and time mentioned above

Tender documents may be collected upon submission of the paid fee challan from the Office of the Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi, on any working day (Monday to Friday). Alternatively, the tender documents can be downloaded from the IBA website. The tender fee challan can be generated from the IBA website at https://tenders.iba.edu.pk and deposited at any branch of Meezan Bank Ltd.

Sealed bids should be dropped in the Tender Box located at the Security Office, Gate # 4 of IBA Main Campus. Bids will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend. In case of a holiday, the tender will be opened/received on the next working day at the same place and time.

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

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/

CONTENTS

1.	Introduction	Page 4
2.	Instructions	Page 5
3.	Bidding Data	Page 7
4.	Terms & Conditions	Page 8
5.	Integrity Pact	Page 11
6.	Bidder Qualification Criteria	Page 12
7.	Bill of Quantity	Page 13
8.	General Conditions of Contract	Page 17

1. Introduction

Dear Tenderer

Thank you for the interest you have shown in response to the IBA's advertisement which has floated on IBA & SSPRA websites on September 25, 2024, to "Provide & Supply Security and Surveillance Equipment with 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 IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them over time.

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

Please contact Senior Executive Procurement on 38104700 ext: 2152 for any information 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 the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from September 25, 2024, to October 11, 2024, during working hours 09:00 AM to 03:00 PM.

(d) Tender Number

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

(e) Communication

Any request for clarification regarding technical specifications should be submitted <u>in</u> <u>writing</u> 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

(f) Submission of Documents and Address

Separate envelopes clearly labelled for 'Original Document', 'Copy' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 03:00 PM on October 11, 2024. **Tender Documents received by fax or email will not be accepted.**

(g) Online submission on SPPRA EPADS

It is mandatory for all bidders to get registered at SPPRA EPADS. Bidders are instructed to also submit the bid online on SPPRA EPADS by the Opening date and time mentioned above.

(h) Rights

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

(i) Point of Delivery

Supply will be delivered at IBA Store 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 bidder should also provide copy(ies) of the certificate(s) etc as proof of their claim.

(k) Conditional / Optional / Alternate Bids

Such bids will not be accepted.

3. Bidding Data

- (a) Name of Procuring Agency: Institute of Business Administration, Karachi.
- **(b) Brief Description of Works**: Provide & Supply Security and Surveillance Equipment with Accessories.
- (c) Procuring Agency's address: Main Campus, University Enclave, Karachi.
- (d) Amount of Bid Security: Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) Period of Bid Validity (days): Forty Five (45) Days.
- (f) Deadline for Submission of Bids along with time: The last date of submitting the Tender Document in a sealed envelope is October 11, 2024, by 03:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi. 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 11, 2024, at 03:30 PM at IBA Main Campus, University Enclave, 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: Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery.

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

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 Purchase/ Work Order or Letter of Acceptance in the form of Pay Order or bank guarantee prior to the signing of the Contract. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of the contract.

c. Validity of the Tender

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

d. Currency

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

e. Ownership

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

f. Arbitration and Governing Law

This tender and any contract executed under this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all Manufacturers/firms/companies /distributors/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, of 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/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 bidders shall provide information as per requirements given in BoQ. However, bidders can submit multiple solutions. bidders may not propose/supply any kind of refurbished hardware equipment/ components in their proposals.

j. Sample:

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

k. 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.

I. 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.

m. Delivery Time

The supply should be completed at IBA within 30 days after receiving of the Purchase Order.

n. Genuinity

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

o. 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.

p. Invoice

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

q. Stamp Duty

A stamp duty of 0.35% against the total value of the Purchase Order will be levied accordingly.

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 and or any other head of account shall be allowed.

s. Payment:

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

t. Physical Inspection:

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

Stamp and Signature

5. Integrity Pact

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

6. Bidder Qualification Criteria

S.No.	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1.	Relevant experience of at least last three (03) years	
2.	Last 3 years' turnover with a minimum of 12 million (per year) on average as Annual Return and Audited Financial Statement.	
3.	NTN and STRN certificates with Active Taxpayer Status at the time of submission of the bid	
4.	Last month's Sales tax return copy	
4.	Manufacturer / Authorized Distributor / Dealer / Reseller of quoted or proposed equipment from serial # 1 to 10 only, and not mandatory for accessories.	

Note: Bidder must submit all the supporting documents for evaluation

7. Bill of Quantity

Note: <u>Technical Data Sheets of the quoted products must be submitted with the Bid.</u>

Sr	Description	Quoted	Quoted	Qty	Rate	Amount
#	•	Model	Brand	-		
1.	CCTV Camera			40		
	4MP ColorVu, Fixed, Bullet, Network			units		
	Model: DS-2CD3047G2E-LUF or equivalent					
	Brand: Hikvision or equivalent					
2.	CCTV Camera			55		
	4MP, Fixed, Dual, Light Turret, Network			units		
	Model: DS-2CD1343G2-LIU(F) or equivalent					
	Brand: Hikvision or equivalent					
3.	CCTV Camera			19		
	2MP, Smart Hybrid Analog Dual Light, Audio			units		
	Indoor Fixed Turret, with builtin voice					
	Model: DS-2CE76D0T-LPFS or equivalent					
	Brand: Hikvision or equivalent					
4.	CCTV Camera			1		
	4MP, ANPR IR Varifocal Bullet, Network			Unit		
	Model: iDS-2CD7A46G0/P-IZHS(Y)					
	DeepinView Series or equivalent					
	Brand: Hikvision or equivalent					
5.	CCTV Camera			1		
	4MP, IR Varifocal Bullet, Network (Face			unit		
	Detection)					
	Model: iDS-2CD7A46G0/S-IZHS(Y)					
	DeepinView Series or equivalent					
	Brand: Hikvision or equivalent					
6.	Network Video Recorder (NVR)			1		
	64 Channel 2U 8K			unit		
	Model: iDS-9664NXI-M8/X DeepinMind M					
	Series or equivalent					
	Brand: Hikvision or equivalent					

		Stamp and Signature
 	 	_

Sr	Description	Quoted	Quoted	Qty	Rate	Amount
#		Model	Brand			
7.	Network Video Recorder (NVR)			3		
	64 Channel 2U 4K			units		
	Model: DS-9664NI-M8 or equivalent					
	Brand: Hikvision or equivalent					
8.	Digital Video Recorder (DVR)			8		
	4 channel-2MP 1U H.265 eSSD			units		
	AcuSense DVR with builtin SSD					
	Model: DS-E04HQHI-B or equivalent					
	Brand: Hikvision or equivalent					
9.	Network Switch			5		
	8 Port Gigabit Unmanaged PoE Switch			units		
	Model: DS-3E0510HP-E or equivalent					
	Brand: Hikvision or equivalent					
10.	Network Switch			3		
	16 Port Gigabit Unmanaged PoE			units		
	Switch					
	Model: DS-3E0518P-E or equivalent					
	Brand: Hikvision or equivalent					
11.	Fiber Optic SFP Module			6		
	Model: GLC-T 1000 Base-T SFP			units		
	RJ-45 (Gigabit), Copper, 100m					
	Brand: CISCO or equivalent					
12.	Power Supply			60		
	12VDC 2.5AMP			units		
13.	CCTV Cable			270		
	RG-59 - Power, 2 Core, Black, Copper			meter		
	Multi Cable for CCTV Camera Coaxial +					
	Power Wire Roll					
14.	Cat6 Cable Roll			11		
	Length: 305 meters			rolls		
	Brand: 3M Corning or equivalent					

Brand: 3M Corning or equivalent			
		Stamp a	and Signature

Sr	Description	Quoted	Quoted	Qty	Rate	Amount
#		Model	Brand			
15.	Hard Drive			10		
	6TB SATA 3.5"			units		
	Model: Skyhawk Surveillance Hard					
	Drive or equivalent					
	Brand: Seagate or equivalent					
16.	Hard Drive			17		
	4TB SATA 3.5"			units		
	Model: Skyhawk Surveillance Hard					
	Drive or equivalent					
	Brand: Seagate or equivalent					
17.	Memory Card			30		
	32GB Micro SD			units		
	Brand: SanDisk or equivalent					
18.	Memory Card			30		
	128GB Micro SD			units		
	Brand: SanDisk or equivalent					
				To	tal Amount	
					18% GST	
			G	rand To	tal Amount	

Grana Tota	l Rupees (in words) _			
		_		
				Ctown and Circ
		_		Stamp and Sign
				Stamp and Sign
		_		Stamp and Sign
				Stamp and Sign
				Stamp and Sign

It is hereby certified that the terms and cond and signed.	litions have been read, agreed upon
M/s	
Contact Person	
Address	
Tel#	Fax
Mobile	Email

8. General Conditions of Contract

on the SECOND PART.

THIS AGREMENT is executed at KARACHI, on this day	, 2024
,	

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.

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

AND

WHEREAS "IBA" intends to obtain Provide & Supply Security and Surveillance Equipment with Accessories vide tender # ME/04/24-25 for the Provide & Supply Security and Surveillance Equipment with Accessories (IBA requirement) discussions in respect of the same before the determination of the scope of work will be held with "IBA" as "Provide & Supply Security and Surveillance Equipment with Accessories" and "THE SUPPLIER" have offered to render all kind of Provide & Supply Security and Surveillance Equipment with Accessories (including but not limited to the "Provide & Supply Security and Surveillance Equipment with Accessories" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

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

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official supplier for the specific purpose of "Provide & Supply Security and Surveillance Equipment with Accessories" discussions in respect of the same with "IBA" before the determination of Provide & Supply Security and Surveillance Equipment with Accessories to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Provide & Supply Security and Surveillance Equipment with Accessories. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I DUTIES & SCOPE OF SUPPLY & SERVICES AND AGREEMENT

1.1 "THE SUPPLIER" agrees to provide & Provide & Supply Security and Surveillance Equipment with Accessories to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

- 1.2 "THE SUPPLIER" will coordinate their work with Senior Manager Security, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Provide & Supply Security and Surveillance Equipment with Accessories.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with 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/Work Order or Letter of Acceptance.

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 Stardard OEM Warranties.

Article IV REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. ______ (inclusive of all taxes) Provide & Supply Security and Surveillance Equipment with Accessories vide tender # ME/04/24-25 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/custom duties etc.
- 4.2 Liquidity damages a the rate of 2% per month, of the total agreed on payment as per Purchase/Work Order or Letter of Acceptance, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide & Supply Security and Surveillance Equipment with Accessories to IBA.
- 4.3 Performance Security 5% of the total amount of Purchase/Work Order or Letter of Acceptance will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase/Work Order or Letter of Acceptance will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V ARBITRATION

5.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter hereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VI TERMINATION

6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 days' notice.

Article VII INDEMNITY

7.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, 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 & 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

	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 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, contact, 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 & 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/Work Order or Letter of Acceptance.
- 11.3 All terms and conditions of tender vide # ME/04/24-25 will be an integral part of this agreement.

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