

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

## **TENDER FORM**

### **Tender # IT/23/24-25 Provide and Supply Precision AC Cooling Units**

**Date of Issue : May 2, 2025**

**Last Date of Submission : May 16, 2025 (3:00 PM)**

**Date of Opening of Tender : May 16, 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)**

### **Tender Notice**

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

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Provide and Supply Precision AC Cooling Units (IT/23/24-25)	Single Stage One Envelope	2%
<b>Tender Fee and Dates</b>		
<p>► <i>Tender Fee:</i> Rs. 5,000/-</p> <p>► <i>Issuance start date:</i> May 2, 2025, from 9:00 AM</p> <p>► <i>Issuance end date and time:</i> May 16, 2025, till 3:00 PM</p> <p>► <i>Submission date and time:</i> May 2, 2025, to May 16, 2025, from 9:00 AM to 3:00 PM</p> <p>► <i>Opening date and time:</i> May 16, 2025 at 3:30 PM</p>		

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](mailto: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 for your interest in responding to the IBA's advertisement which floated on IBA and SSPRA websites on May 2, 2025 "Provide and Supply Precision AC Cooling Units".

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.

-sd-

**Registrar**

## 2. Instructions

### (a) **Sign and Stamp**

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

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

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 unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper and clearly mention the item/column name or number etc. that referred to the column/item of the Tender Form.

### (c) **Collection of Tender**

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.

### (d) **Tender Number**

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

### (e) **Communication**

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

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

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Stamp and Signature

**(f) Submission of Documents and Address**

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) to be submitted on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/> by May 16, 2025 till 3:00 PM. The original Bid Security along with the Original Bid (duly signed and stamped) be delivered to IBA, Karachi on above mentioned address before bid opening schedule.

**(g) Rights**

Competent authorities reserve the right to accept or reject any 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.

**(h) Point of Delivery**

Supply will be delivered at the IBA City Campus, University Enclave Karachi. IBA is not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

**(i) 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.

**(j) Conditional / Optional / Alternate Bids**

Such bids will not be accepted.

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Stamp and Signature

### 3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Provide and Supply Precision AC Cooling Units.
- (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 for submitting the Tender Document is November 22, 2025, by 3:00 PM on SPPRA EPADS portal. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend. 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
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on May 16, 2025, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **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:
- Evaluate the request for extension in the delivery period as per its merit and may consider extension in delivery period or otherwise.
  - May cancel the contract.
  - 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.
- (i) **Deposit Receipt No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_
- Amount** (in words and figures): \_\_\_\_\_
- Pay Order / Demand Draft #:** \_\_\_\_\_, **Amount: Rs.** \_\_\_\_\_
- Drawn on Bank:** \_\_\_\_\_, **Dated:** \_\_\_\_\_

## **4. 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 prior to the signing of the Contract. The Performance Security shall extend at least three months beyond the Completion of the contract.

### **c. Validity of the Tender**

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

### **d. Currency**

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

### **e. Ownership**

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

### **f. Arbitration and Governing Law**

This tender and any contract executed under this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all bidders responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, of 1940, and 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.

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Stamp and Signature



**h. Support Capabilities**

The bidders 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.

**l. 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 90 days after receiving of the Purchase Order/LoA.

**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. 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.

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Stamp and Signature

**r. Stamp Duty**

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

**s. 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.

**t. 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.

**u. Physical Inspection:**

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

**v. 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

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Stamp and Signature

## 5. 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 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 company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide and 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 and Signature

## 7. Scope of Work

- a) The successful bidder will be responsible for the Commissioning and Installation of Precision AC Cooling Units at Data Centre, IBA City Campus, Karachi.
- b) The bidders may survey the site and quote services accordingly before the closing date and time of the Tender:
  - Point of Contact: Mr. Mansoor Ali, Manager IT
  - Contact No: +92 333 2352536
  - Location: IBA City Campus, Kiyani Shaheed Road, Karachi.
  - Day & Time: May 2, 2025 to May 14, 2025.  
10:00 AM to 04:00 PM except for Saturday and Sunday

- c) IBA reserves the rights and instructs to install the required items mentioned in the Bill of Quantity, at multiple locations or at single location at IBA, Karachi.

The successful bidder will be responsible:

- d) to provide the required items prior the execution of the works at IBA stores, city campus, Karachi, along with the supplied item's delivery challan.
- e) to provide any other necessary accessories required during the execution of work.
- f) to provide Raised Flooring with perforated tiles and finishing as per bill of Quantity.
- g) for the repair or replacement of any physical damage to items or property belonging to IBA, Karachi, caused by the bidder's personnel during the execution of the project.

## 6. Bidder Qualification Criteria

Sr. 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 and Audited Financial Statement 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 return
5.	Manufacturer (OEM) or Authorized Partner/ Distributor/Reseller		Authorized Certificate
6.	Principal must be globally recognized, with a proven track record and a presence in more than 80 countries worldwide.		Confirmation Letter

**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. Bill of Quantity:

Note: Technical Data Sheets of the quoted products must be submitted with the Bid

Sr #	Description	Quoted Model	Quoted Brand	Qty	Rate	Amount
1.	<b>Precision AC Cooling Units</b> <ul style="list-style-type: none"> <li>7 ton or higher, Downflow</li> <li>Cooling 1 Stage Electric Heater</li> <li>Infrared Humidifier</li> <li>R410C, EC Fan, G4 filter</li> <li>7" HMI Colour Touch Screen</li> <li>400V/3ph/50Hz, Air Cooled Condenser (indoor, outdoor unit): Liebert or equivalent</li> <li>Brand: Vertiv or equivalent</li> <li>Warranty: 3-years official/OEM warranty with support</li> </ul>			2 units		
2.	<b>Copper Piping</b> <ul style="list-style-type: none"> <li>Evaporator Coil Surface Area (m<sup>2</sup>) 0.3</li> <li>Condenser Coil Surface Area (m<sup>2</sup>) 0.7046</li> <li>For indoor and outdoor precision cooling units (80 Rft for each unit)</li> <li>Brand: Mueller USA or equivalent</li> </ul>			160 r.ft		
3.	<b>Raised Flooring</b> <ul style="list-style-type: none"> <li>Size: (600mm x 600mm)</li> <li>Perforated Tiles: 6</li> </ul>			4 sq.ft.		
4	<b>Services, Installation &amp; Commissioning of Work</b> <ul style="list-style-type: none"> <li>Dismantling of existing Cooling Units</li> <li>Installation of CRAC Units</li> <li>Electrical Work</li> <li>Commissioning of CRAC units</li> </ul>			1 Job		
<b>Total</b>						
<b>18% GST (on applicable item)</b>						
<b>25% GST (on applicable item)</b>						
<b>15% SST (on applicable services)</b>						
<b>Grand Total</b>						

**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

## 8. General Conditions of Contract

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

### BETWEEN

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

### AND

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

**WHEREAS** “IBA” intends to obtain a Supply of Precision AC Cooling Units vide tender # IT/23/24-25 (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 Precision AC Cooling Units”. “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 and SERVICES AND AGREEMENT**

- 1.1 “THE SUPPLIER” agrees to Provide and Supply Precision AC Cooling Units 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 Precision AC Cooling Units.
- 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 4 weeks 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 Comprehensive onsite OEM warranty.

**Article IV**  
**REMUNERATION**

- 4.1 The cost offered by the SUPPLIER is Rs. \_\_\_\_\_ (inclusive of all taxes) Supply of Precision AC Cooling Units vide tender # IT/23/24-25 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 Precision AC Cooling Units 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 any question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter hereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

**Article VI**  
**TERMINATION**

- 6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-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 # IT/23/24-25 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.