

*Tender Fee: Rs. 1,000/-
(Non-Refundable)*

TENDER FORM

Tender # IT/30/23-24 Provide and Supply Network Switches

Date of Issue : April 30, 2024
Last Date of Submission : May 17, 2024 (3:00 PM)
Date of Opening of Tender : May 17, 2024 (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, Karachi (IBA) invites sealed bids from active taxpayers of manufacturers/firms/distributors/suppliers registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Provide and Supply Network Switches (IT/30/23-24)	Single Stage One Envelope	2%
Tender Fee and Dates		
▶ <i>Tender Document Fee:</i> Rs. 1,000/-		
▶ <i>Issuance start date:</i> April 30, 2024, at 9:00 AM		
▶ <i>Issuance end date & time:</i> May 17, 2024, at 3:00 PM		
▶ <i>Submission date & time:</i> April 30, 2024, to May 17, 2024, from 9 AM to 3 PM		
▶ <i>Opening date and time:</i> May 17, 2024 at 3:30 PM		

Tender Documents may be collected after submission of the paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi and 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 shall be opened/received on the next working day at the same place and time. Bid Security in the form of a Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi" along with the Tender.

Kindly mention "Tender Number" at the top left corner of the envelope.

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, University Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Procurement on 38104700 ext: 2152

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

SPPRA Website: <https://ppms.pprasinhd.gov.pk/PPMS/public/portal/notice-inviting-tender>

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1. Introduction

Dear Tenderer

Thank you for the interest you have shown in response to the IBA's advertisement which floated on IBA and SSPRA websites on April 30, 2024, to "Provide and Supply Network Switches".

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 or 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 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 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 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 April 30, 2024, to May 17, 2024, during working hours 9:00 AM to 3:00 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 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 for 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in a Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on May 17, 2024. **Tender Documents received by fax or email will not be accepted.**

(g) Rights

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

(h) Point of Delivery

Material will be delivered at the 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.

(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.

Stamp and Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Provide and Supply Network Switches.
- (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 in a sealed envelope is May 17, 2024, by 3:00 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 3:30 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 May 17, 2024, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** Liquidated damages 2% per month of the total contract amount will be imposed on delayed delivery.
- (i) **Deposit Receipt No:** _____ **Dated:** _____
Amount (in words and figures): _____
Pay Order / Demand Draft #: _____, **Amount: Rs.** _____
Drawn on Bank: _____, **Dated:** _____

Stamp and Signature

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 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.

Stamp and Signature

h. Support Capabilities

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

i. Compliance with 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. Bid Evaluation:

The bid will be considered as the Most Advantageous on most closely conforming to evaluation criteria and other conditions specified in the bidding document and having the Least 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. Delivery Time

The supply should be completed at IBA within 10 to 12 weeks from LoA.

o. Physical Inspection

Physical Inspection at the manufacturer/distributor site may be carried out. However, Final inspection and testing as per specifications will be made after arrival at IBA stores and render a Certificate of Correctness.

p. Payment

Payment will be made within 30 working days after complete delivery as per BoQ and submission of Invoices.

Stamp and Signature

q. Secrecy & Confidentiality

All stakeholders will be responsible for maintaining secrecy/confidentiality of information /Data shared during all stages of Bidding/ Contract.

r. Packing & Transportation

All Equipment shall be individually packed in standard packing provided by the manufacturer for onward transportation and delivery. Any item damaged during transportation will be replaced by the bidders at their own cost.

s. Default

If the Bidder fails to timely deliver items/services as per the Bill of Quantity, IBA, Karachi reserves the right to penalize and may also terminate the contract.

t. 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, act of foreign enemies, embargo, civil war etc.

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

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, 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 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 and /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

6. Project Summary

Institute of Business Administration, Karachi (IBA) requires Network Switches with support, as per the below-mentioned details.

1. Equipment and components, as mentioned in the Bill of Quantity.
2. Technical support and updates.
3. Necessary software with licenses and support for one year.
4. Onsite comprehensive warranty for one year.

7. Scope of Work

1. The scope of this bid, and its subsequent order, is to Provide and Supply, Support/warranties (one year) of equipment and components with transport and labour charges included in the Bill of Quantity.
2. The selected bidder shall be responsible for providing a one-year comprehensive warranty.
3. The selected bidder should be responsible for handling level 2 and 3 technical support issues.
4. Bidder must provide backup for any faulty equipment in the warranty period, in case of delay in delivery of the relevant model, as specified in the Bill of Quantity.
5. Onsite comprehensive replacement warranty period of one year is mandatory which includes replacement of the equipment included in the Bill of Quantity (if necessary) without any additional cost.

Stamp and Signature

8. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria	Remarks Yes / No
1.	Successful and satisfactory support and services of at least three (03) similar devices completed in the last three (3) years. It may be confirmed by IBA, Karachi, through the contact details provided	
2.	Last 3 years' Financial Statements minimum of 7 million turnovers (per year) as per Audited Financial Statements and Annual Return	
3.	Sales tax registration with last month's return copy of both FBR and SRB, and NTN certificates at the time of submission of bid	
4.	Authorized Partnership/ Reseller/Distribution/OEM Certificate.	

Note: Must provide supporting documentation for evaluation.

Stamp and Signature

9. Bill of Quantity:

Provide and Supply Network Switches

Sr #	Description & Features	Qty	Unit Price	Total Amount
1.	Network Switch Part No: 98012120 Model: S5735-L48P4XE-A-V2 Huawei Cloud Engine S5735-L48P4XE-A-V2 or Compatible Equivalent (C13_BS546) S5735-L48P4XE-A-V2 48*10/100/1000BASE-T ports, 4*10GE SFP+ ports 2*12GE stack ports, PoE+, 1*AC power	5 units		
2.	Software License Part No: 88037BNM Model: L-MLIC-S57L S57XX-L Series Basic SW, Per Device	5 units		
3.	Warranty & Support Part No: 88134UGQ-2L7 Model: 98012120_88134UGQ-2L7_12 S5735-L48P4XE-A-V2 (48*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 2*12GE stack ports, PoE+, 1*AC power) Co-Care Standard S5735-L48P4XE, 12 Months	5 units		
Total				
18% GST (If Applicable)				
13% SST (If Applicable)				
Grand Total				

Grand Total Amount (in words) Rupees _____

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

10. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2023.

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 Provide and Supply Network Switches vide tender # IT/30/23-24 (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 offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide and Supply Network Switches ". "THE SUPPLIER" hereby agree 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 This service includes, the "Provide, Supply and Support of Network Switches", discussions with "IBA" before the determination of scope of services with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SERVICE PROVIDER" agrees to provide any/all kind of Services(s) & Work(s) of 'Provide, Supply and Support of Network Switches' to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate their work with Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed 'Provide, Supply and Support of Network Switches'.
- 1.4 "THE SERVICE PROVIDER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SERVICE PROVIDER" will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.7 The SERVICE PROVIDER shall be responsible to provide hardware support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.

- 1.9 If the problem is not solved within agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. SERVICE PROVIDER is also bound to arrange at least 15% of the hardware inventory as backup in company office.
- 1.10 The SERVICE PROVIDER shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per Service Level Agreement on monthly basis or according to the requirement of the IBA authorities.
- 1.11 Maintenance contract shall be with parts (without consumable parts), services and labor.
- 1.12 Service of all the equipment shall be carried out. Service plan shall be discuss with IBA authorities before its execution. Plan provided by IBA authorities.
- 1.13 All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.
- 1.14 No dispute rises regarding the replacement of faulty parts from company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.15 SERVICE PROVIDER must provide backup units if original equipment requires repair. If SERVICE PROVIDER fails to do so, a penalty @ 2% of total contract amount per day, until backup unit is delivered to IBA, or original unit is returned to IBA after performing required maintenance / replacement on the part or machine as a whole.
- 1.16 All equipment to be covered under this Service Level Agreement shall be inspected by the SERVICE PROVIDER, before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 “THE SERVICE PROVIDER” will ‘Provide, Supply and Support of Network Switches’ at IBA Main Campus at, University Enclave, University Road, Karachi.
- 2.2 “THE SERVICE PROVIDER” hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Network Switches in accordance with the description & specification.
- 2.3 “THE SERVICE PROVIDER” hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement “IBA” as & when required.
- 2.4 “THE SERVICE PROVIDER” hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 “THE SERVICE PROVIDER” 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.
- 2.7 This Agreement shall be in effect from XXXX XX, 2024 to XXXX XX, 2025 and subject to the SERVICE PROVIDER inspection of the equipment to ensure that they are in working order.
- 2.8 SERVICE PROVIDER will ensure the following:

(a) Preventive and corrective maintenance as recommended for the equipment listed of this Agreement.

(b) Service Level

Service Offering Includes:

Maintenance	Preventive and corrective maintenance as per agreement
Maintenance	Vacuum cleaning of complete equipment.
Maintenance	Physical inspection of complete equipment
Performance	Performance Tests and adjustments/Lubrication of mechanical assemblies
Back-up units	Only with parts agreement as per list.

- (c) Performance Goals
XX Hrs Response Time.
On-site support
Provide back-up unit if required.
- (d) Performance Measures
 - (i) 90% equipment repaired on site
 - (ii) Turnaround time for a repair Maximum 2 days or provide backup unit.
 - (iii) IBA can request other performance measures apart from the above which may be negotiated on a case by case basis.
- (e) Maintenance Schedules:
 - (i) Preventive Maintenance one (1) times in three months.
 - (f) Physical inspection of complete equipment.
 - (g) Performance tests and adjustments.
 - (h) Performance engineering modification and changes, if recommended by IBA.
- (i) Responsible for the smooth functioning of already installed Hardware as per BOQ.
- (j) Equipment is fully operational and perform properly and meet Standard Bidding Document's Requirements.
- (k) The scope of the project is to provide warranties of all IT equipment and components requested in Bill of Quantity.
- (l) Responsible to respond to events on urgent basis as per Service Level Agreement mention in this Standard Bidding Document.
- (m) Responsible to provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low specification hardware.
- (n) Provide Backup in case of delay in part replacement.
- (o) The SERVICE PROVIDER must maintain a backup / surplus inventory up to a minimum of 15% for each item quoted in the bid.
- (p) Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
- (q) Any value-added service bundled with no impact on the Bill of Quantity, service level, shall be acceptable.
- (r) Warranty of consumable items must be a minimum 3 months. (Battery, Adopter).
- (s) The SERVICE PROVIDER will sign a Service level agreement (SLA) with parts for a period of one year, extension of which shall be dependent on satisfactory performance for the previous year(s).
- (t) THE SERVICE PROVIDER must have team of technically qualified staff on payroll for providing repair & maintenance services.
- (u) THE SERVICE PROVIDER bound to all defective items shall be replaced with new and same brand.

Article II PAYMENT

- 2.9 80% payment after delivery & remaining 20% after successful deployment, installation and configuration (FAT) of the required services and support as mentioned in BoQ. All payments shall be released after the submission of the commercial invoice within 30 working days.

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 Network Switches vide tender # IT/30/23-24 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc.
- 4.2 Liquidated Damages
- (a) In case of breach of Service level agreement calculation will be done as per table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of Service level agreement.
- (b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days prior notice.
- (c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table;

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

- 4.3 Performance Security 5% of total amount of Purchase/Work Order will be provided by “THE SERVICE PROVIDER”.
- 4.4 Stamp Duty @ 0.35% of the cost of transaction / purchase / work order will be deposited in Government treasury by THE SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax (es)/Challan(s)/Levy (ies), if any or additional will be paid/borne by THE SERVICE PROVIDER 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, costs 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 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.
- 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.

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