



*Tender Fee: Rs. 2,000/-.
(Non-Refundable)*

TENDER FORM

Tender # IT/18/25-26

Provide, Supply and Commissioning of Passive Cabling Work

Date of Issue : **July 02, 2026**

Last Date of Submission : **July 17, 2026 (03:00 PM)**

Date of Opening of Tender : **July 17, 2026 (03:30 PM)**

Company Name: _____

NTN: _____

SRB / 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 and Commissioning of Passive Cabling Work (IT/18/25-26)	Single Stage One Envelope	2%
Tender Fee & Dates		
<i>Fee:</i>	Rs. 2,000/-	
<i>Issuance start date:</i>	July 02, 2026 from 09:00 AM	
<i>Issuance end date & time:</i>	July 17, 2026, till 03:00 PM	
<i>Submission date & time:</i>	July 02, 2026, to July 17, 2026, from 09:00 AM to 03:00 PM	
<i>Site Survey (mandatory):</i>	July 09, 2026 at 10:00 AM, IBA Main Campus.	
<i>Opening date & time:</i>	July 17, 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: Executive Procurement on 38104700, Ext: 2155
 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 on July 02, 2026, to "Provide, Supply and Commissioning of Passive Cabling Work".

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 July 02, 2026, to July 17, 2026, during working 09:00 AM to 03:00 PM or directly from IBA website or SPPRA EPADS portal.

d) 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.

e) 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

f) 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 July 17, 2026. **Tender Documents received by fax or email will not be accepted.**

g) Date of Opening of Tender

Bid will be opened on July 17, 2026, on 03:30 PM at IBA Main Campus, in presence of representative bidders who may care to attend.

h) Rights

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

i) Location of Deliveries

Supply will be delivered at IBA Store, 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.

j) Site Survey

The Bidder must survey the site on July 09, 2026, 10:00 AM at IBA Main Campus, Karachi.

Location: IBA Main Campus, University Enclave, University Road, Karachi.

Contact Person: Mr. Mansoor Ali

Contact No. +92 333 2352536

Stamp & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** Provide, Supply and Commissioning of Passive Cabling Work.
- (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 July 17, 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 July 17, 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 July 17, 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:** 30 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% (converted amount in PKR) 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 the 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 or 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 Manufacturer/Firm/Company/Distributor/Supplier 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

This tender and any contract executed under this tender shall be governed by and construed following the laws of Pakistan. The IBA and all Manufacturer/Firm/Company/Distributor/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, 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/Firm/Company/Distributor/Supplier should indicate the support capabilities for all the hardware and software provided during the warranty.

Stamp & Signature

i) Compliance to Specifications

The Manufacturer/Firm/Company/Distributor/Supplier shall provide information as per requirements given in BoQ. However, Manufacturer/Firm/Company/Distributor/ Suppliers can submit multiple solutions. Manufacturer/Firm/Company/Distributor/ Supplier may not propose/supply any kind of refurbished hardware equipment/ components in their proposals.

j) Cancellation

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

m) Delivery Time

Within 30 days after receiving the Letter of Intent/Acceptance.

n) Payment Terms

All payments will be made after the complete delivery and commissioning as per the Bill of Quantity, within 30 working days after submission of the commercial invoice.

o) 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.

p) 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.

q) 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.

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 or services and or any other head of account shall be allowed.

Stamp & Signature

5. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the Bidder;

M/s. _____, the Bidder hereby declares that:

- (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/Bidder/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 3.5 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.	Original Equipment Manufacturer (OEM) or authorized partner/distributor/reseller		Authorized Certificate (for applicable items)
6.	Non-Blacklist and No Litigation Verification		Affidavits for both

Note: Bidder must submit all the Supporting Documents for evaluation.

Stamp & Signature

7. Scope of Work

- a) The successful bidder will be responsible to Provide, Supply and Commissioning of Passive Cabling Work at IBA, Karachi Main Campus.
- b) The successful bidder will be responsible to provide the required items prior the execution of the works at IBA stores, main campus, Karachi, along with the supplied item's delivery challan.
- c) The successful bidder will be responsible to provide any other necessary accessories required during the execution of work as for example mentioned in the Bill of Quantity.
- d) The successful bidder will be responsible to provide cable laying, harnessing, splicing, soft & hard digging Including road cutting with paver refixing, construction of manhole work as mentioned in Bill of Quantity.
- e) The successful bidder will be responsible to repair or replace or compensate for any physical damage of items or property related to IBA, Karachi, that occurred from the bidder during the execution of this project.
- f) IBA reserves the rights to instruct to install the required items mentioned in Bill of Quantity at multiple locations or at single location at IBA, Karachi.
- g) Only genuine or original Items will be accepted. Any substandard work & item will not be allowed or accepted.

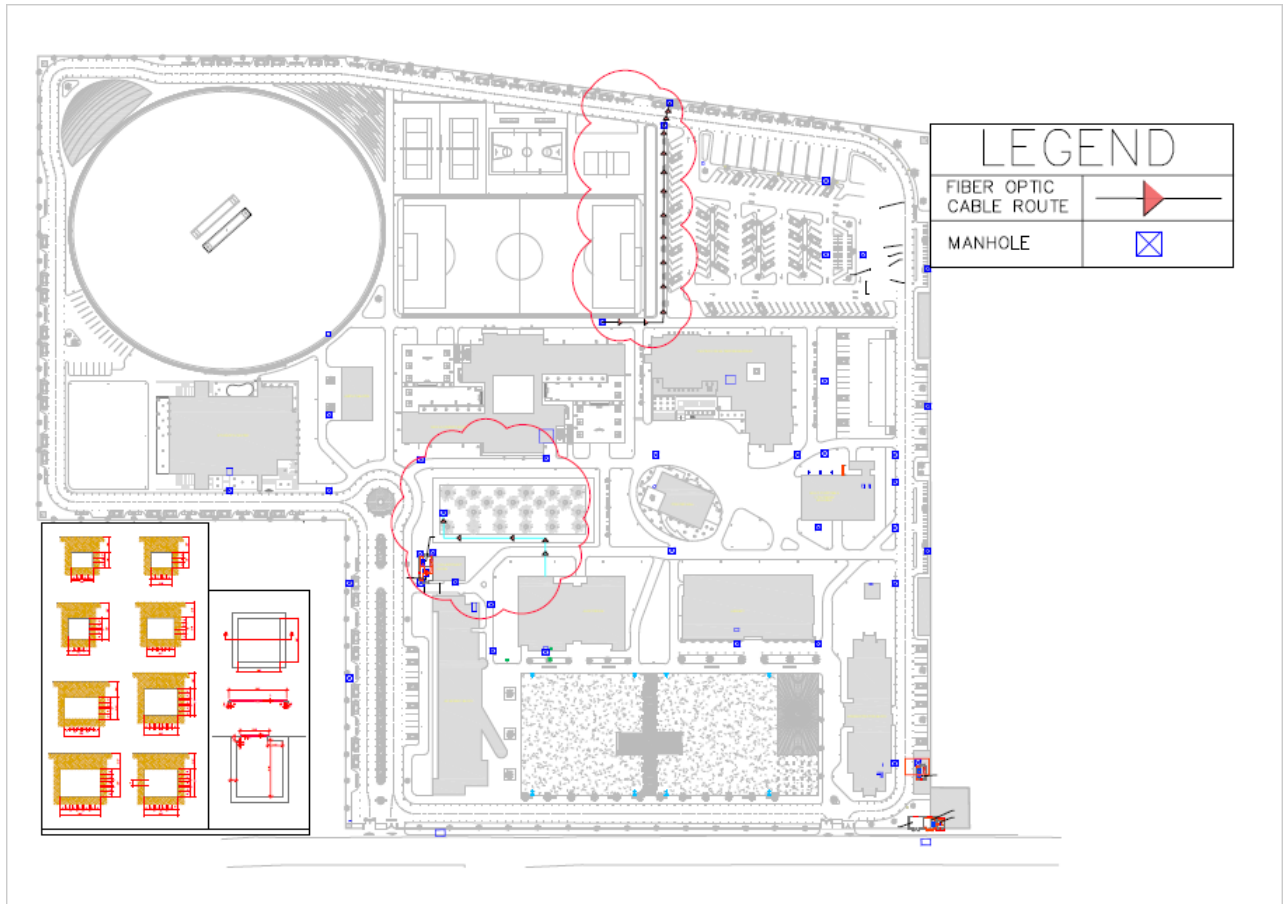
Stamp & Signature

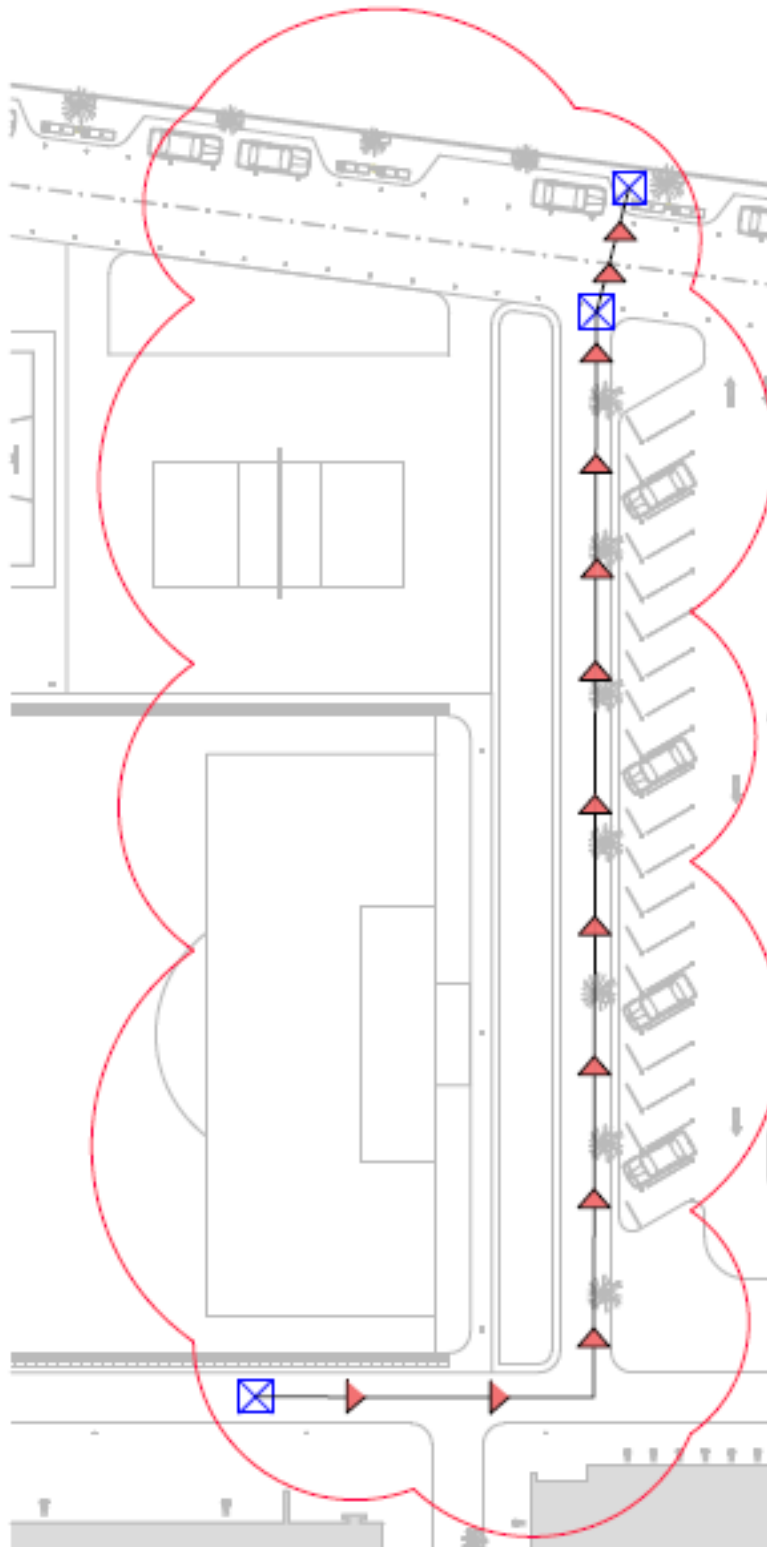
8. Bill of Quantity

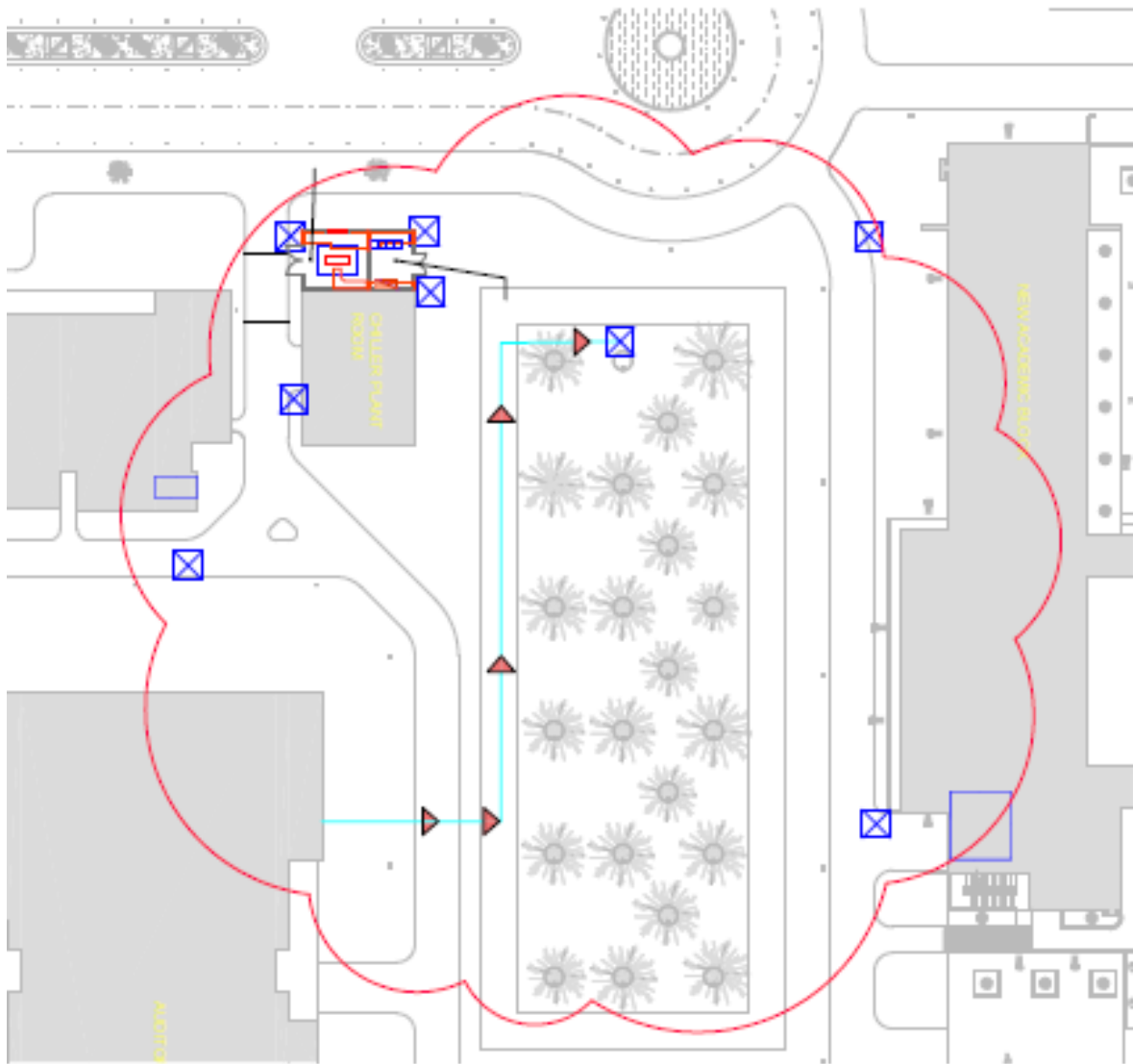
S.No.	Items	Description	Qty	UoM	Quoted Brand	Quoted Model	Per Unit Price	Total Price
1	Supplies	Corning Cat 6, UTP, PVC, 4 Pairs, 305 Meter Coil & 1000 RFT Box	5000	Feet				
2		Corning K6 I/O Modular Jack Cat6	20	Each				
3		Litech- Single Model 6 Core Fiber	600	Meter				
4		Weatherproof IP65 Metal Box 12X10	6	Each				
5		Weather Proof Box 18X18 - Metal	5	Each				
6		8 Port ODF Loaded LC Type - Local	6	Each				
7		Media Converter Giga Single Mode Included SFP 10/100/1000 Duplex With 4 UTP Electrical Ports	10	Each				
8		TP Link or Equivalent 8 Port 10/100/1000 Gigabit Switch	4	Each				
9		Perforated Network Rack 6U 600x800 Including with Colling Fans	2	Each				
10		PVC Box for Switch 20x20 cm PVC waterproof plastic junction box	3	Each				
11		Corning Cable Manager Black Front 19" 1U Plastic Body	8	Each				
12		Power Distribution Unit -1U Rack Mount – 8 Port Universal	4	Each				
13		Channel Duct 25x25 with Fitting Accessories. – Adamjee or equivalent	300	Feet				
14		Channel Duct 25x38 with Fitting Accessories. – Adamjee or equivalent	200	Feet				
15		Channel Duct 16x25 with Fitting Accessories. - Adamjee or equivalent	300	Feet				
16		Channel Duct 40x40 with Fitting Accessories. – Adamjee or equivalent	100	Feet				
17		UPVC Pipe 1" with Fitting Accessories – Jeddah or equivalent	400	Feet				
18		PVC Pipe 1" with Fitting Accessories – Jeddah or equivalent	500	Feet				
19		PVC Pipe 3/4" with Fitting Accessories – Jeddah or equivalent	1000	Feet				
20		Corning - Patch Cord Cat 6 UTP Size 1m	20	Each				
21		Corning - Patch Cord Cat 6 UTP Size 3m	20	Each				
22		Flexible PVC Pipe 3/4" - Jeddah or equivalent	100	Feet				
23		Flexible Pipe Size:1/2" – Jeddah or equivalent	100	Feet				

24		Flexible Pipe Size:1" – Jeddah or equivalent	100	Feet				
25		Corning Fiber duplex LC-LC Single Mode Patch cord – 1 Meter	20	Each				
26		Corning Fiber duplex LC-LC Single Mode Patch cord – 3 Meter	20	Each				
27		FOC Home Box - Local	15	Each				
28		Other Accessories: fitting Screws, Rawal Bolts (Qty 08), RJ45 Connector Box (Qty 02), PVC & UPVC Bands, Sockets, saddle, Casio Cassette (Qty 01), Ties, Cement 100kg approx etc.	1	Each				
Total Amount of Supplies without Tax in PKR								
18% GST								
A----->Total Amount of Supplies with Tax in PKR								
29	Services	CAT6 UTP Laying charges	5000	Feet				
30		FOC cables with concealed piping, 600 mtr	600	Meter				
31		Rack mounting, harnessing	1	Each				
32		Soft & Hard Digging Including Road Cutting with Paver refixing	300	Meter				
33		Fusion Splicing	72	Each				
34		Constructing Manhole or inspection chamber internal size 2'-0" x 2'-0" depth with walls of 6" thick block masonry with cement sand mortar and 1:3 CSM plaster, 1/2" thick from inside and 1" thick outside over benching and channel including fixing heavy-duty C.I. Manhole cover of GMP or equivalent brand embedded in plain CC complete as per standard specifications and as directed by engineer at IBA.	2	Each				
Total Amount of Services without Tax in PKR								
15% SST								
B----->Total Amount of Services with Tax in PKR								
Grand Total Amount A+B with All Taxes in PKR								

Total Amount Rupees (in words) _____







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 _____

9. General Conditions of Contract

Provide, Supply and Commissioning of Passive Cabling Work

THIS AGREEMENT is executed at KARACHI, on this day _____, 2026.

BETWEEN

The **Institute of Business Administration, Karachi** having its office at Main Campus, University Enclave, University Road, Karachi, through its **Registrar**, hereinafter 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 "**SUPPLIER**" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors, and assigns), through its proprietor, Mr./Ms. _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain 'Provide, Supply and Commissioning of Passive Cabling Work vide Tender # IT/17/25-26 (IBA requirement) up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in 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 supplier for the specific purpose of "Provide, Supply and Commissioning of Passive Cabling Work". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF SUPPLY AND AGREEMENT

- 1.1 This Agreement includes, the "Provide, Supply and Commissioning of Passive Cabling Work", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of 'Provide, Supply and Commissioning of Passive Cabling Work' to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

- 1.3 "THE SUPPLIER" will coordinate their work with Manager IT of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provide, Supply and Commissioning of Passive Cabling Work.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.
- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

Article II

SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Provide, Supply and Commissioning of Passive Cabling Work in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery time within 04 weeks after the issuance of Letter of Acceptance/Intent.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) whatsoever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/18/25-26.

Article III

REMUNERATION

- 3.1 The cost offered by the Supplier is Rs. _____ (inclusive of all taxes) 'Provide, Supply and Commissioning of Passive Cabling Work' vide tender # IT/18/25-26 variation may occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;
- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per the Letter of Intent/Acceptance, of the total cost will be imposed in case of delayed delivery. Liquidity damages will be imposed after 30 days subject to final proof sample material handed over by supplier to IBA before the starting date mentioned on the Lette of Acceptance or Letter of Intent. Purchase will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide, Supply and Commissioning of Passive Cabling Work and devices.

- 3.3 Payment will be made after complete delivery and commissioning as per BoQ, and submission of commercial invoice in 30 working days.
- 3.4 Performance Security 5% of total amount of the Letter of Acceptance/Intent will be provided by the Supplier/Party.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp papers challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional (other than Sales/Service Tax) will be paid/borne by SUPPLIER as per SRO/Notification.

Article IV **ARBITRATION**

- 4.1 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.
- 4.2 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 V **TERMINATION**

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 30 day's notice.

Article VI **INDEMNITY**

- 6.1 "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 VII

NOTICE

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

Article VIII

INTEGRITY PACT

8.1 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).

8.2 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.

8.3 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, contract, or other instrument, be stand void at the discretion of the IBA.

8.4 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 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

MISCELLANEOUS

10. Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.

10.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

10.3 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.

10.4 All terms and conditions of tender vide # IT/18/25-26 will be the integral part of this agreement and can't be revoked.

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

"IBA"
NAME:

M/s
NAME:

CNIC # _____
Address:
Registrar
Institute of Business
Administration, Main Campus,
University Road, Karachi

CNIC # _____
Address:

WITNESS:

1. _____

2. _____

CNIC # _____
Address:
Associate Registrar
Institute of Business
Administration, Main Campus
University Road, Karachi

M/s
NAME:
CNIC # _____
Address:

Focal Person IBA
