

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

TENDER FORM

Tender # IT/22/24-25 Provide and Supply Laptops, Desktop Computers and LED Monitors on C&F Basis

Date of Issue : **April 23, 2025**
Last Date of Submission : **May 9, 2025 (03:00 PM)**
Date of Opening of Tender : **May 9, 2025 (03:30 PM)**

Company Name: _____

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

GST Registration Number: _____

Pay Order / Demand Draft # _____, **Dated:** _____

Amount of Rs. _____, **Drawn on Bank:** _____

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 and Supply Laptops, Desktop Computers and LED Monitors on C&F Basis (IT/22/24-25)	Single Stage One Envelope	2%
Tender Fee and Dates		
▶ <i>Tender Fee:</i>	Rs. 5,000/-	
▶ <i>Issuance start date:</i>	April 23, 2025, from 9:00 AM	
▶ <i>Issuance end date & time:</i>	May 9, 2025, till 3:00 PM	
▶ <i>Submission date & time:</i>	April 23, 2025, till May 9, 2025, from 9:00 AM to 3:00 PM	
▶ <i>Opening date & time:</i>	May 9, 2025, at 3:30 PM	

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

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

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

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

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

REGISTRAR

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

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

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

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

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

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1. Introduction

Dear Tenderer:

Thank you for the interest you have shown in response, to the IBA's advertisement which has floated on IBA & SPPRA websites and leading newspapers on April 23, 2025, for "Provide and Supply Laptops, Desktop Computers and LED Monitors on C&F Basis".

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 unanswered 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**

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 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): Executive Procurement - ICT
 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**

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 Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 03:00 PM on May 9, 2025. **Tender Documents received by fax or email will not be accepted.**

Stamp & Signature

g) Date of Opening of Tender

The bid will be opened on May 9, 2025, at 03:30 PM in presence of representative bidders who may care to attend.

h) Rights

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

i) Bid Price

Bid Price should include the following

- a. Cost & Freight of Goods
- b. Insurance charges
- c. Charges for Custom Clearance at Karachi Port
- d. Sellers LC charges
- e. Sales tax and additional sales tax (if applicable)

j) Letter of Credit (LC)

LC charges (client-side), import duties & taxes (where applicable) and demurrage (if applied) will be borne by the supplier/successful bidder. However, the successful bidder will only submit invoice/bill of supplied or delivered items as per BoQ.

k) Bidder's Responsibility

Bidder shall be responsible for transportation of complete consignment to IBA, Karachi premises. This would include the cost of labour for unloading consignment to the designated warehouse. Labour will be provided by the bidder.

l) Location of Deliveries

Supply will be delivered at IBA Store Main Campus, University Enclave, University Road, Karachi.

m) 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 of the certificate(s) etc as proof of their claim.

Stamp & Signature

3. **Bidding Data**

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the procurement:** Provide and Supply Laptops, Desktop Computers and LED Monitors on C&F Basis
- (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):** 45 (Forty-Five) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the tender document in a sealed envelope is May 9, 2025, by 03:00 PM in the tender box placed at Gate no. 04, 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 May 9, 2025, at 03:30 PM at IBA Main Campus, University Enclave, Karachi.
- (h) **Liquidity damages:** In the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before the expiry of the such period giving reasons or justification for delay. However, the purchaser reserves the right to take the following actions:
- i. Evaluate the request for extension in the delivery period as per its merit and may consider extension in the delivery period or otherwise.
 - ii. May cancel the contract.
 - iii. 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) **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 the Bid offered in response to the tender. Stamp duty will be paid by the bidder.
- (j) **Deposit Receipt No:** _____ **Dated:** _____
Amount (in words and figures): _____
Pay Order / Demand Draft #: _____, **Amount: Rs.** _____
Drawn on Bank: _____, **Dated:** _____

Stamp & Signature

4. **Terms & Conditions**

a) Bid Security

Bid Security, in the shape of a bank draft/pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 2% of the total cost of the 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 Purchase Order / Work Order in the form of a Pay Order or bank guarantee before submission of the invoice. 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 90 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 prices in the proposal shall be quoted in foreign currency. For comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the State Bank of Pakistan.

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 according to this tender shall be governed by and construed following the laws of Pakistan. The IBA and all Bidders 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 which the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

Stamp & Signature

h) Support Capabilities

The Bidders should indicate the support capabilities for all the hardware and software provided during 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/substandard hardware equipment/components in their proposals.

j) Cancellation

IBA reserves the right to cancel any or all of the above items if the material is not per its specifications or if the delivery is delayed.

k) Invoice

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

l) Stamp Duty

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

m) Delivery Time

08 weeks from the LC establishment.

n) Payment Terms

- i. Payments will be made through LC in the name of the Principal / Authorized Distributor to be mentioned in the bidding documents.
- ii. LC value will be released on 90 days usance terms and issuance of Acceptance Certificate after delivery of goods at IBA, Karachi premises.

o) Source and Nationality Requirements

The country for this procurement is Pakistan. Bidder may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the countries i.e., INDIA & ISRAEL.

p) Shipping/Dispatch Instructions

Shipping will be made by the supplier preferably through the National Vessel/Airline. Shipment by INDIA or ISRAELI Vessel/Airline is not allowed.

The partial shipment of material shall not be allowed; the complete material will be shipped as one consignment.

Stamp & Signature

q) Inspection/Testing

The material of this order is subject to final inspection from the Competent Authority / Technical Team at the time of delivery.

r) Secrecy & Confidentiality

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

s) 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.

t) Default

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

u) 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 war and other instabilities invasion, the act of foreign enemies, embargo, civil war etc.

v) 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.

w) 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 lowest evaluated cost.

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 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 & 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 & 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.

Stamp & Signature

6. Project Summary

Institute of Business Administration, Karachi (IBA) requires Laptops, Desktop Computers and LED Monitors, as per the below-mentioned details;

1. Equipment and components, as mentioned in BoQ.
2. Technical support and updates.
3. Onsite comprehensive back-to-back warranty for the number of years as mentioned in the BoQ with SSD, Battery & Adoptors.

7. Scope of Work

1. The scope of this bid, and its subsequent order, is to Provide and Supply, Support/warranties of equipment and components with transport and labour charges included in the BOQ.
2. The selected bidder shall be responsible for providing the comprehensive back-to-back warranty.
3. The selected bidder should be responsible for handling level 2 and 3 technical support issues.
4. The onsite comprehensive replacement warranty period of five years is mandatory which includes replacement of the equipment included in BoQ (if necessary) without any additional cost.

8. 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 35 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 & Services Tax return
5	Original Equipment Manufacturer (OEM) or authorized partner/distributor		Authorized Certificate

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

Stamp & Signature

9. Bill of Quantity

S. No.	Product Features	Description	Make & Model	Qty	Rate	Amount
1.	LAPTOP COMPUTER			50		
	Brand	Dell / HP / Lenovo or equivalent				
	Model	Dell Latitude 5550 or equivalent				
	Processor	Intel® Core™ Ultra 7 165H vPro (24 MB cache, 16 cores, 22 threads, up to 5.0 GHz) or equivalent or Higher				
	Operating System	Free DOS				
	OS Support	Windows 11 Pro 64 or later				
	Display	15.6", FHD 1920x1080, 60Hz, IPS, AG, Touch, 250 nit, 45% NTSC, FHD Cam				
	Graphics	Integrated Intel Arc graphics or equivalent				
	Memory	32 GB: 2x16 GB, DDR5, 5600 MT/s (socketed) expandable Up to 64GB				
	Storage	512 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD or higher, Dual SSD storage supported up to 4TB				
	Connectivity	Intel® Wi-Fi 6e AX211 2x2 6GHz or higher				
	Camera	FHD HDR RGB Camera, TNR, Camera Shutter				
	Ports	2 USB Type C Thunderbolt™ 4.0 with Power Delivery & DisplayPort, 2 USB 3.2 Gen1 (1 with Power share), HDMI 2.0, uSD 4.0 Memory card reader, Contacted SmartCard Reader (optional supported), Touch Fingerprint Reader (optional supported), Universal Audio Jack, Wedge-shaped Lock slot, RJ45				
	Image Load	IBA logo in BIOS by manufacturer				
	Battery	Min 54 Whr or above Fast Charging				
	Power Adapter	Type-C				
	Input/Keyboard	Single Pointing Spill Resistant Backlit Keyboard with NumPad				
	Wireless Mouse, Headphone with Mic, Carry Case: Same brand					
	Standard: MIL-STD 810H tested (Durability / Ruggedness)					
	Warranty (with Battery & SSD): 3 years, On-Site Diagnosis by principal / Manufacturer					

 Stamp & Signature

S. No.	Product Features	Description	Make & Model	Qty	Rate	Amount
2.	DESKTOP COMPUTER			35		
	Brand	Dell / HP / Lenovo or equivalent				
	Model	Dell Optiplex MFF 7020 or equivalent				
	Processor	Intel Core (14th Gen) i7 14700T vPro (33 MB cache, 20 cores, 28 threads, up to 5.0 GHz Turbo, 35W) or higher				
	Operating System	Free DOS				
	OS Support	Windows 11 Pro 64 or later				
	Chassis	Micro Form Factor				
	Chipset	Intel® Q670 Chipset or Equivalent				
	Memory	32GB DDR5 Memory, 2x16GB, Non-ECC, SoDIMM or Higher expandable up to 64 GB				
	Storage	M.2 2230 1TB PCIe NVMe SSD Class 25 or Higher				
	Graphic Card	Integrated Intel® Graphics 770 Graphics or Equivalent				
	Wireless Module	802.11ax Intel® Wi-Fi 6E AX211, 2x2, Bluetooth® wireless card, internal antenna				
	Internal Speaker	Available				
	Ports (At least)	1 x half-height PCIe x16 slot/ 1 x half-height PCIe x1 slot/ 1 x full-length PCIe x16 slot/ 1 x PCIe x1 slot				
	Power Adapter	90-Watt A/C Adapter				
	Image Load	IBA image load in BIOS Service by manufacturer				
	Security	TPM 2.0, standard security lock slot, padlock loop, Intrusion switch				
	System Power Cord	(UK/MY/SG/HK/Bangladesh/Pakistan/Sri Lanka) ENERGY STAR Qualified Trusted Platform Module (Discrete TPM Enabled)				
	Gen 1 Expansion Slots	1 x half-height PCIe x16 slot/ 1 x half-height PCIe x1 slot/ 1 x full-length PCIe x16 slot/ 1 x PCIe x1 slot				
	Warranty (with SSD): 5 years, On-Site Diagnosis by principal / Manufacturer					

 Stamp & Signature

S. No.	Product Features	Description	Make & Model	Qty	Rate	Amount
3.	LED MONITOR			50		
	Brand	Dell / HP / Lenovo or equivalent				
	Model	Dell E2225HS or Equivalent or equivalent				
	Display Type	LED-backlit LCD monitor				
	Diagonal Size	21.45" or larger				
	Built-in Devices	Stereo speakers				
	Panel Type	VA				
	Aspect Ratio	16:9				
	Native Resolution	Full HD (1080p) 1920 x 1080 at 75 Hz				
	Pixel Per Inch	103				
	Brightness	250 cd/m ² or higher				
	Contrast Ratio	3000:1 / 3000:1 (dynamic)				
	Color Support	16.7 million colors or higher				
	Response Time	7 ms (gray-to-gray) or better				
	Screen Coating	Anti-glare				
	Backlight Technology	LED backlight				
	Audio	Speakers - stereo				
	Viewing Angle	178° (Horizontal & Vertical)				
	Features	Flicker Free technology				
	Connectivity	HDMI, VGA, DisplayPort 1.2				
	Display Position Adjustments	Height Tilt				
	Tilt Angle	-5°/+21°				
	Features	Security lock slot, VESA interface support				
	Included Accessories	VESA screw cover				
	Cables Included	1 x HDMI cable, Power Cable				
	On / Off Switch	Yes				
	Warranty	5 years' comprehensive, with parts & labor, warranty from the principal (back-to-back)				
Total Amount (please refer to Article "Instruction" clause "i") (C&F Foreign Currency)			Currency: _____			
Sales Taxes			(if applicable)			
Additional Sales Taxes			(if applicable)			
Grand Total Amount in Foreign Currency						

Stamp & Signature

Total Amount C&F Foreign Currency (in words) _____

To be filled by IBA, Karachi (as per clause 4(d))

Total Amount PKR (in words) _____

Stamp & Signature

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s. _____

Contact Person: _____

Address: _____

Tel # _____ Fax: _____

Mobile: _____ Email: _____

Stamp & Signature

10. General Conditions of Contract

THIS AGREEMENT is made at Karachi on this ___ day of ___, 2025, and will commence _____ (Effective Date) till _____ (Termination Date), in the continuation of contracts Bid Nos. IT/22/24-25, for the 'Provide and Supply Laptops, Desktop Computers and LED Monitors on C&F Basis'.

BY AND BETWEEN

Institute of Business Administration Karachi, an Educational Institution formed and exists under the laws of the Islamic Republic of Pakistan, has its Main Campus, University Enclave, University Road, Karachi, Pakistan. (hereinafter, "**Client**", which term wherever occur in these presents shall mean and include its successors-in-interest, executors and assigns) of the **One Part**;

AND

M/s _____, incorporated under the laws of Islamic Republic of Pakistan and having its registered head office at _____ (hereinafter referred to as "**SERVICE PROVIDER**" which expression shall, where the context so admits, mean and include its successors-in-interest, nominees, legal representatives, administrators and permitted assigns) of the **Other Part**.

(IBA and the M/s _____ shall hereinafter collectively be referred to as the "**Parties**" and singly as "**Party**").

RECITALS

WHEREAS:

- a) IBA is an educational Institute desirous of hiring the Services (defined below);
- b) The M/s _____ has represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to IBA as detailed herein; and
- c) Based on the representation of the M/s _____, IBA has agreed to avail the Services from the M/s _____ on the terms and conditions as set out in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and in consideration of the mutual covenants contained herein, the Parties do hereby agree, undertake and declare as under:

Article I

DUTIES & SCOPE OF WORKS

- 1.1 This Agreement includes, the "Provide and Supply Desktops, Laptops and LEDs", 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 Desktops, Laptops and LEDs with Accessories 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 Desktop, Laptops and LEDs with Accessories.
- 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 SERVICES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Desktops, Laptops and LEDs with Accessories 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 60 working days 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/XX/24-25.

Article III

REMUNERATION

- 3.1 The charge(s)/cost(s) offered by the Supplier is Rs. _____/- total for five-years (inclusive of all taxes) 'Provide and Supply of Laptops, Desktop Computers and LED Monitors on C&F Basis', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc.
- 3.2 **Payment Terms**
 - (a) Payments will be made through LC in the name of the Principal / authorized distributor to be mentioned in the bidding documents.
 - (b) LC value will be released on 90 days usance terms and issuance of Acceptance Certificate after delivery of goods at IBA, Karachi premises.
- 3.3 **Liquidated Damages**
 - (a) In case of breach of SLA calculation will be done as per the 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 SLA.
 - (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.

Article IV

ARBITRATION

- 4.1 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 thereof 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 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
WARRANTY

7.1 M/s _____ should provide 05 years comprehensive verifiable warranties for Desktops and LEDs and 03 years for Laptops.

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
INTEGRITY PACT

9.1 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).

9.2 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.

9.3 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.

- 9.4 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 X

SEVERABILITY

- 10.1 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 XI

MISCELLANEOUS

- 11.1 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.
- 11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.
- 11.3 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.
- 11.4 All terms and conditions of tender vide # IT/XX/24-25 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.