

*Tender Fee: Rs. 500/-
(Non-Refundable)*

TENDER FORM

Tender # IT/17/22-23 SLA for SMS Services

Date of Issue : **December 15, 2022**
Last Date of Submission : **December 30, 2022 (3:00 PM)**
Date of Opening of Tender : **December 30, 2022 (3:30 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 Service Providers registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
SLA for SMS Services (IT/17/22-23)	Single Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs. 500/-		
Issuance start date & time: December 15, 2022, at 9 AM		
Issuance end date & time: December 30, 2022, at 3 PM		
Submission date & time: December 15, 2022, to December 30, 2022, from 9 AM to 3 PM		
Opening date & time: December 30, 2022, at 3:30 PM		

Tender Documents may be collected after submission of 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 Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi and will be opened on the same date & venue in the presence of the bidder's 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 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>

C O N T E N T S

1. Introduction	Page 4
2. Instructions	Page 5
3. Bidding Data	Page 7
4. Terms & Conditions	Page 8
5. Integrity Pact	Page 11
6. Project Summary	Page 12
7. Scope of Services & Maintenance	Page 12
8. Bidder Qualification Criteria	Page 14
9. Bill of Quantity	Page 15
10. General Conditions of Contract	Page 17

1. Introduction

Dear Tenderer:

Thank you for the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspapers on December 15, 2022, for "Service Level Agreement for SMS Services".

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 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 in the Tender Form

It is mandatory to fill the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper & 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 December 15, 2022, to December 30, 2022, from working 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): Executive Procurement ICT
Institute of Business Administration,
Main Campus, University Enclave, Karachi
Tel #: 021 38104700; Ext 2155
Email: tenders@iba.edu.pk

Stamp & Signature

f) Submission of Documents and Address

Separate envelopes clearly labelled '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 3:00 PM on December 30, 2022. **Tender Documents received by fax or email will not be accepted.**

g) Date of Opening of Tender

The bid will be opened on December 30, 2022, at 3:30 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) Delivery of Services

All services will be delivered directly to the IBA, Karachi, at the discretion of the IBA. If services delivered is not conforming to the specifications and bill of quantity, the services will not be acknowledged as satisfactory.

j) Clarification / Proof

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The Service Providers 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:** Annual Service and Maintenance Agreement of UPS.
- (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):** Ninety Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the tender document in a sealed envelope is December 30, 2022, by 3:00 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 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 December 30, 2022, at 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- (h) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery
- (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 a period of 90 days from the closing date of the submission of the proposal. However, the manufacturers/firms/ companies/ distributors/suppliers are encouraged to state a longer period of validity for the proposal.

d) Currency

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

e) Ownership

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

f) Arbitration and Governing Law

This tender and any contract executed pursuant to this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all Manufacturers /firms/companies/distributors/suppliers responding to this tender and parties to any contract executed 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 which the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

h) Support Capabilities

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

Stamp & Signature

i) Compliance with specifications

The Service Providers shall provide information as per requirements given in BoQ. However, Service Providers can submit multiple solutions. Manufacturers/firms/companies/distributors/ suppliers may not propose/supply any kind of refurbished/substandard hardware equipment/components in their proposals.

j) Bid Evaluation:

The bid will be considered as Most Advantageous Bid on most closely conforming to evaluation criteria and other conditions specified in the bidding document and having the lowest evaluated cost.

k) Installation and Configuration

Successful Bidder will also be responsible for the complete installation, configuration and integration for the successful execution of services.

l) Cancellation

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

m) Invoice

The invoice/bill should be submitted to Purchase Department.

n) Stamp Duty

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

o) Delivery / Execution Time

The execution of services should be completed at IBA, Karachi within 02 weeks after receiving of Purchase/Work Order or LoA.

p) Service-Providing Rights

The Bidder/ Service Provider must have right from the source and have NOC from the concerned licensing authority in Pakistan.

Stamp & Signature

q) Liquidity Damages

Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery or work, up to 10% of the total contract value.

r) Increase in Price

No increase in the value of the above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, the scope of supply and or any other head of account shall be allowed.

s) Increase in Taxes

For any increase in taxes, the IBA should not be responsible, but, if any taxes are reduced, the IBA should get its benefit.

t) Payment Terms

Monthly after delivering satisfactory services and submission of Invoice at IBA Karachi.

u) 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.

v) 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.

w) Emergency Outage Management

Bidder should have a Disaster Recovery site to resume the business in case of primary site failure with a minimum service outage.

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 instruments, stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

This integrity pact is a mandatory requirement other than auxiliary services/works.

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6. Project Summary

The Institute of Business Administration, Karachi requires a Cloud based Web Application Portal & SMS Service that supports two-way SMS communication to send and receive local and international SMS. The Application and API will be used to send User Credentials Alert Notifications, Upcoming events, Public Announcements and Reminders.

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

7. Scope of Services & Maintenance

The scope of this application covers two-way SMS communication to enable application users to send and receive SMS from customers of Local / International cellular service.

7.1 Service Description:

a. Sending SMS (Push Service)

- i. SMS masks & shortcodes will be provided by service provers for sending Transactional and Promotional messages.
- ii. Service provider to use standard HTTP/HTTPS port for sending bulk SMS. For high-security service providers must also support the SSL layer for transferring information.
- iii. SMS API must have compatibility with all Applications.
- iv. SMS API will be provided by the service provider for sending SMS through web and desktop applications using programming languages like PHP, .Net, Java etc.
- v. Service Provider to ensure delivery of SMS to mobile operators without any delay.
- vi. Minimum throughput of 1000 SMS per minute.

b. Receiving SMS (Pull Service)

- i. Incoming SMS can be sent by mobile phones on a virtual number provided by the service provider.
- ii. Virtual numbers could be SHORT CODE (4 Digit number) or LONG CODE (10 Digit Virtual GSM Number).
- iii. Charges for replying SMS will not be deducted from users.
- iv. Masking Code for SMS.

c. Web-Based SMS Portal

- i. Must offer an Interactive and Intuitive Graphical User Interface.
- ii. Send one SMS to multiple mobile numbers or address-book contacts (Bulk SMS feature).
- iii. Get the Delivery or Failure status for each message.

Stamp & Signature

- iv. Feature for scheduling SMS jobs to send SMS after office hours or early morning without user intervention.
- v. Create, Edit, Reply, Forward, Export, Delete or Send SMS messages.
- vi. Portal should enable the Administrator to design and configure Polls to collect data from Users via SMS. (Graphical Reports and Dashboard must be available to view the Statistical Reports for the Polls).
- vii. Use a familiar MS outlook like user interface. Should have Outbox and Sent Items folders.
- viii. Mail Merge sort of Functionality to send the same SMS to multiple users with their respective Title Name, Designation, User ID etc.
- ix. All the possible exceptions have to be handled.
 - x. Send SMS messages to user-defined groups of individuals.
 - xi. Feature to Import Contacts through CSV or Excel files.
 - xii. Reports and Dashboards to view sent/received/pending status of SMS.
 - xiii. Statistical reports for utilization of local and international SMS.

7.2 Service Delivery Attributes:

a. Quality of Service

The Service Provider will ensure a high quality of service. Servers deployed should have in-built redundancy and a failover mechanism. The service provider should have operational connectivity agreements with mobile operators globally.

b. Documentation

The Service Provider will provide IBA, Karachi with documentation in the form of User Guides to run the Application smoothly.

c. Confidentiality

The Service Provider will undertake that it shall not disclose, divulge or reveal any information, including the mobile number and the text of SMS sent and shall ensure that all the data of IBA, Karachi is kept secret and confidential at all times.

d. Technical Support

The Service Provider would provide technical support on all working days over the phone and email. For the same, IBA, Karachi would be provided with a contact number and a contact mail id at which the contact person can get in touch in case of any problems with regard to the service of sending/receiving SMS.

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8. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Last 5 years (at least) relevant experience.	
2	Last 3 years' financial statements minimum of 1.5 million turnovers (per year) in terms of Financial Statements or Bank Statements.	
3	"Sales tax registration certificate with last month's return copy of both FBR and/or SRB" and NTN certificates.	
4	Bidders should provide a detailed listing of their network connectivity with different telecom operators including its primary media type and its backups.	

Note: Bidder must submit all the Supporting Documents for evaluation

Stamp & Signature

9. Bill of Quantity

S. #	Description	Annual Quantity	Rate per SMS	Amount
1	Cloud-based Web SMS Application Portal & SMS API for two-way SMS communication Supporting Local SMS	800,000 SMS		
2	Cloud-based Web SMS Application Portal & SMS API for two-way SMS communication Supporting International SMS	10,000 SMS		
Total				
13% SST (if applicable)				
Total Amount				

Grand Total Amount (Rupees 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

6. General Conditions of Contract

THIS SERVICE LEVEL AGREEMENT is made at Karachi on this ___ day of ___, 2022, and will commence _____ (Effective Date) till _____ (Termination Date), in the continuation of contracts Bid Nos. IT/17/22-23, for the SLA of SMS Services;

BY AND BETWEEN

Institute of Business Administration Karachi, an Educational Institution formed and existing under the laws of the Islamic Republic of Pakistan, has its Main Campus, University Enclave, University Road, Karachi, Pakistan. (hereinafter, "**Client**", which term wherever occurs 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 the 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 SERVICES & WORKS AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide SMS Services to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with the Manager IS, of the "IBA" who will assist "THE SERVICE PROVIDER" in the supervision of proposed Providing SMS Services.
- 1.3 This Agreement shall be in effect from XXXX XX, 2022, for one year and will renew on mutual consent.
- 1.4 "THE SERVICE PROVIDER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with a prior appointment.
- 1.5 All logistic charges will be borne by "THE SERVICE PROVIDER".

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledges the periodic supervision of the supplies and to check the execution of Providing SMS Services in accordance with the Description & Specification.
- 2.2 "THE SERVICE PROVIDER" hereby agrees and acknowledges the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 "THE SERVICE PROVIDER" must have valid licenses to do this project, as per PTA, Government rules & regulations.
- 2.4 "THE SERVICE PROVIDER", will provide the Providing SMS Services directly on the official address of IBA Karachi to Muhammad Danish Khan at his email address mdanish@iba.edu.pk
- 2.5 "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.
- 2.6 No pirated/forged/tampered material would be accepted. In a later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.
- 2.7 THE SERVICE PROVIDER will be responsible for the smooth functioning of already installed Hardware as per BOQ and mentioned below;

A) Service Description:

1) Sending SMS (Push Service)

- i- SMS masks/ shortcodes will be provided by service provers for sending Transactional and Promotional messages.

- ii- Service provider to use standard HTTP /HTTPS port for sending bulk SMS. For high-security service providers must also support the SSL layer for transferring information.
- iii- SMS API must have compatibility with all Applications.
- iv- SMS API will be provided by the service provider for sending SMS through web and desktop applications using programming languages like PHP, .Net, Java etc
- v- Service Provider to ensure delivery of SMS to mobile operators without any delay.
- vi- Minimum throughput of 1000 SMS per minute.

2) Receiving SMS (Pull Service)

- i- Incoming SMS can be sent by mobile phones on a virtual number provided by the service provider.
- ii- Virtual numbers could be SHORT CODE (4 Digit number) or LONG CODE (10 Digit Virtual GSM Number).
- iii- Charges for replying SMS will not be deducted from users.
- iv- Masking Code for SMS.

3) Web-Based SMS Portal

- i- Must offer an Interactive and Intuitive Graphical User Interface.
- ii- Send one SMS to multiple mobile numbers or address-book contacts (Bulk SMS feature).
- iii- Get the Delivery or Failure status for each message.
- iv- Feature for scheduling SMS jobs to send SMS after office hours or early morning without user intervention.
- v- Create, Edit, Reply, Forward, Export, Delete or Send SMS messages.
- vi- Portal should enable the Administrator to design and configure Polls to collect data from Users via SMS. (Graphical Reports and Dashboard must be available to view the Statistical Reports for the Polls).
- vii- Use a familiar MS outlook like user interface. Should have Outbox and Sent Items folders.
- viii- Mail Merge sort of Functionality to send the same SMS to multiple users with their respective Title Name, Designation, User ID etc.
- ix- All the possible exceptions have to be handled.
- x- Send SMS messages to user-defined groups of individuals.
- xi- Feature to Import Contacts through CSV or Excel files.
- xii- Reports and Dashboards to view sent/received/pending status of SMS.
- xiii- Statistical reports for utilization of local and international SMS.

B) Service Delivery Attributes:

- i- **Quality of Service**

Service Provider will ensure a high quality of service. Servers deployed should have in-built redundancy and a failover mechanism. The service provider should have operational connectivity agreements with mobile operators globally.

ii- Documentation

Service provider will provide IBA, Karachi with documentation in the form of User Guides to run the Application smoothly.

iii- Confidentiality

Service Provider will undertake that it shall not disclose, divulge or reveal any information, including the mobile number and the text of SMS sent and shall ensure that all the data of IBA, Karachi is kept secret and confidential at all times.

iv- Technical Support

Service provider would provide technical support on all working days over the phone and email. For the same, IBA, Karachi would be provided with a contact number and a contact mail id at which the contact person can get in touch in case of any problems with regard to the service of sending/receiving SMS.

Article III

REMUNERATION

- 3.1 The cost offered by the SERVICE PROVIDER is Rs. _____ (inclusive of all taxes) SLA for Providing SMS Services vide tender # IT/XX/22-23 variation may occur. The cost is inclusive of labor /transportation /supplies /etc.
- 3.2 A liquidity damages at the rate of 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SERVICE PROVIDER" have to deliver the required number of Providing SMS Services to IBA.
- 3.3 Performance Security 5% of total amount of Work Order will be provided by "THE SERVICE PROVIDER".
- 3.4 Stamp Duty @ 0.35% of the cost of transaction / 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.
- 3.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

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, of 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 15 day's notice.

Article VI
INDEMNITY

6.1 "THE SERVICE PROVIDER" 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 SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SERVICE PROVIDER" 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
RENEWAL

8.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of six months if the IBA, Karachi and the SERVICE PROVIDER agree so.

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 another instrument, 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

MISCELLANEOUS

10.1 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.

10.2 The validity of the contract will be effective from XXXX XX, 2022 to XXXX XX, 2022.

10.3 All terms and conditions of tender vide # IT/XX/22-23 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.