

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

TENDER FORM

Tender # IT/28/24-25 Provide and Supply Patch Management Software Solution with Support

Date of Issue : May 21, 2025

Last Date of Submission : June 6, 2025 (3:00 PM)

Date of Opening of Tender : June 6, 2025 (3:30 PM)

Company Name: _____

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

GST Registration Number: _____

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

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

Notice Inviting Tender (NIT)

Tender Notice

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

Tender Title (Ref. No.)	Procedure	Bid Security
Provide and Supply Patch Management Software Solution with Support (IT/28/24-25)	Single Stage One Envelope	2%
Tender Fee and Dates		
<p>► <i>Tender Fee:</i> Rs. 5,000/-</p> <p>► <i>Issuance start date:</i> May 21, 2025, from 9:00 AM</p> <p>► <i>Issuance end date and time:</i> June 6, 2025, till 3:00 PM</p> <p>► <i>Submission date and time:</i> May 21, 2025, to June 6, 2025, from 9:00 AM to 3:00 PM</p> <p>► <i>Opening date and time:</i> June 6, 2025 at 3:30 PM</p>		

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

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

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

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

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

REGISTRAR

IBA, Main Campus, Karachi University Enclave, Karachi-75270
UAN: 111-422-422, Fax: (92-21) 99261508
Contact Person: Sr. Executive Procurement on 38104700, Ext: 2152
Email: tenders@iba.edu.pk, IBA Website: <https://tenders.iba.edu.pk>
SPPRA EPADS Website: <https://portalsindh.eprocure.gov.pk/>

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1. Introduction

Dear Tenderer

Thank you for your interest in responding to the IBA's advertisement which floated on IBA and SSPRA websites on May 21, 2025 "Provide and Supply Patch Management Software Solution with Support".

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA and several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools and the assessment and testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards and academic traditions it had inherited from Wharton and USC while adapting and adjusting them over time.

We expect to avail services/works/items of high standards that meet our prime and basic specifications through this transaction.

Please contact Senior Executive Procurement on 38104700 ext: 2152 for any information and query.

Thank you.

-sd-

Registrar

2. Instructions

(a) **Sign and Stamp**

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

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

It is mandatory to fill the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper and clearly mention the item/column name or number etc. that referred to the column/item of the Tender Form.

(c) **Collection of Tender**

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

(d) **Tender Number**

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

(e) **Communication**

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

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

Stamp and Signature

(f) Submission of Documents and Address

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) to be submitted on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/> by June 6, 2025 till 3:00 PM. The original Bid Security along with the Original Bid (duly signed and stamped) be delivered to IBA, Karachi on above mentioned address before bid opening schedule.

(g) Rights

Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof. Also, the Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason. IBA also reserves the right to issue a Purchase Order for any single item to different lowest responsive bidders or for all the items to any lowest responsive bidder.

(h) Point of Delivery

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

(i) Clarification / Proof

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The manufacturer/firms/companies/distributors/suppliers should also provide a copy(ies) of the certificate(s) etc. as proof of their claim.

(j) Conditional / Optional / Alternate Bids

Such bids will not be accepted.

Stamp and Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Item/Services:** Provide and Supply Patch Management Software Solution with Support.
- (c) **Procuring Agency's Address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total (tax included) amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Forty-five (45) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the Tender Document is June 6, 2025, by 3:00 PM on SPPRA EPADS portal. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend. The original Bid Security along with the Original Bid (duly signed and stamped) must be delivered to IBA, Karachi on below mentioned address before bid opening schedule. Bids will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on June 6, 2025, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** In the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before the expiry of such period giving reasons or justification for delay. However, the purchaser reserves the right to take the following actions:
- Evaluate the request for extension in the delivery period as per its merit and may consider extension in delivery period or otherwise.
 - May cancel the contract.
 - Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.
- (i) **Deposit Receipt No:** _____ **Dated:** _____
- Amount** (in words and figures): _____
- Pay Order / Demand Draft #:** _____, **Amount: Rs.** _____
- Drawn on Bank:** _____, **Dated:** _____

 Stamp and Signature

4. Terms and Conditions

a. **Bid Security**

Bid Security, in the shape of a bank draft/pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 2% of the total (tax included) cost of the bid, should be submitted along with the tender documents.

b. **Performance Security**

The successful bidder should provide 5% Performance Security of the total value of the Purchase Order in the form of a Pay Order or bank guarantee prior to the signing of the Contract. The Performance Security shall extend at least three months beyond the Completion of the contract.

c. **Validity of the Tender**

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

d. **Currency**

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

e. **Ownership**

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

f. **Arbitration and Governing Law**

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

g. **Acceptance of Tender**

The IBA reserves the right not to accept the lowest and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide a demo unit that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

Stamp and Signature

h. Support Capabilities

The bidders should indicate the support capabilities for all the hardware provided during the course of the warranty.

i. Compliance to specifications

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

j. Sample:

A sample would be provided by the bidder upon request for evaluation.

k. Bid Evaluation:

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

l. Cancellation

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

m. Delivery Time

The supply should be completed at IBA within 30 days after receiving of the Purchase Order/LoA.

n. Genuinity

Only genuine or original Items will be accepted. Any substandard work & item will not be allowed or accepted.

o. Liquidity Damages

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

p. Invoice

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

q. Default

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

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r. Stamp Duty

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

s. Increase in Price

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

t. Payment:

Payment will be made within 30 working days, after the complete supply of required items and installation as per the Bill of Quantity and submission of the commercial invoice at IBA, Main Campus, University Enclave, University Road, Karachi.

u. 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

Stamp and Signature

5. Integrity Pact

- (a) Its intention is not to obtain the Provide and Supply work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the Bidder represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide and Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide and Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

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

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6. Project Summary

Institute of Business Administration, Karachi (IBA) requires 'Patch Management Software and Solution with Support for 03 years. This 'Service Level Agreement for 'Patch Management Software and Solution' includes:

- a) Software licence subscription for 03 years.
- b) Technical support for 03 years.
- c) Upgrade licence for 24 x 7 x 365 for 03 years.

7. Bidder Qualification Criteria

Sr. No.	Mandatory Eligibility Criteria	Remarks Yes / No	Required Supporting Documents
1.	Relevant experience of at least last three (03) years		One Relevant Purchase Order/Contract of each year
2.	Last 3 years' turnover with a minimum of 17 million (per year) on average		Annual Income Tax Return and Audited Financial Statement of last three years
3.	Active Income Taxpayer at the time of submission of the bid		NTN and STRN registration certificates
4.	Active Sales Taxpayer		Copy of Last month's Sales Tax return
5.	Manufacturer (OEM) or Authorized Partner/ Distributor/Reseller		Authorized Certificate

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

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8. Technical Requirement

Technical Features	Compliance (Yes/No)	Remarks
GENERAL REQUIREMENT		
Access Controls/Permissions		
Active Directory Integration		
Activity Tracking		
Alerts/Notifications		
API for Automation and Integration		
Approval Process Control		
Audit Management		
Automatic Patch Deployment		
Automatic Scans		
Compliance Management		
Customization of Group Policy		
Web Based Centralized Dashboard (Saas)		
Event Logs		
IT Asset Tracking		
Maintenance Scheduling		
Network Wide Management		
Patch Management		
Patch Prioritization		
Patch Testing		
Policy Management		
Real-Time Reporting (DashBoard and Exportable to CSV)		
Real-Time Updates (DashBoard and Exportable to CSV)		
Remote Monitoring & Management		
Remote Update/Installation		
Reporting & Statistics		
Risk Assessment		
Scheduling		
Vulnerability Scanning		
SCRIPTING		
Add Tasks		
1- Triggers		
On A Schedule		
At Log On		
AT Start UP		
On Idle		
On Workstation Lock		
On Workstation Unlock		
Actions (Select any Script)		

 Stamp and Signature

Technical Features	Compliance (Yes/No)	Remarks
2- Conditions		
2.1. Idle		
2.1.1. Start the task only if computer is idle for: 1, 5, 10, 15, 30, 60 minutes		
2.1.2. Wait for idle for: Do not wait, 1, 5, 10, 15, 30, 60, 120 minutes		
Stop if the computer ceases to be idle		
Restart if the idle state resumes		
3- Power		
Start the task only if computer is on AC power		
Stop if the computer switches to battery power		
Wake the computer to run this task		
4- Task Settings		
Bypass execution policy		
Run task as soon as possible after a scheduled start is missed		
4.1. If the task fails, restart every:		
1, 5, 10, 15, 30, 60, 120 minutes		
Attempts to restart up to (1-10 min)		
4.2. If the task is already running, then the following rule applies:		
Do not start a new instance		
Run a new instance in Parallel		
Queue a new instance		
stop the existing instance		
DEPLOYMENT & SUPPORT		
Deployment		
Cloud, SaaS, Web-Based		
Desktop Mac		
Desktop Windows		
Desktop Linux		
Support		
Email/Help Desk		
FAQs/Forum		
Knowledge Base		
Phone Support		
24/7 (Live rep)		

Stamp and Signature

Technical Features	Compliance (Yes/No)	Remarks
Training		
In Person		
Live Online		
Webinars		
Documentation		
Videos		
3rd PARTY PATCH MANAGEMENT		
Sandboxed Patches (released in 4 Hours of Vendor Release)		
3rd Party Patching Options		
Push Install		
Update All		
Allow Install		
Install Delay Pop-up		
Application Uninstall (all versions)		
Delay patching on startup [minutes]		
Patching Schedule		
By Day of Week		
By Date of month (to avoid Salary Days)		
Time Slot		
Active during time selection		
Inactive during time selection		
Asset View (track all software installed on the Devices)		
OPERATING SYSTEM UPDATES		
Install no restart required Updates Only		
Install of Optional Updates		
Prevent Windows 11 auto-upgrade		
Enhanced reboot detection		
OS Update Exclusions		
System Restore Points		
Exclusions (Higher Priority over Installation)		
Server Source		
Default through WSUS		
Windows Update		

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Technical Features	Compliance (Yes/No)	Remarks
Installation by Category		
Definition Updates		
Critical Updates		
Security Updates		
Service Pack		
Updates		
Applications		
Tools		
Drivers		
Feature Packs		
Upgrades		
Update Rollups		
Patch Check Interval (720 mins-1440 mins)		
Delayed OS Updates Interval (days)		
OS Update Schedule		
By Week Days		
By Month days		
Time Slot to update [00:00 To Midnight]		
OS Update Reboot Schedule		
By Week Days		
By Month days		
Time Slot to update [00:00 To Midnight]		
OS Updates Reboot Delay		
Reboot Delay [5 min-600 min]		
Number of postpones allowed [0 to 10]		
Delivery Optimization Settings		
Delivery Optimization		
Maximum download limit [MB]		
1 MB to Unlimited		
REPORTS		
On demand reports		
Scheduled reports		
Alert management		

Stamp and Signature

9. Bill of Quantity:

Sr #	Description	Quoted Brand & Model	Qty	Unit Price	Total Amount
1.	Heimdal Patch and Asset Management for Desktop 3 Years Support Part No. HPAAMD-3Y		1200 users		
2.	Heimdal Patch and Asset Management for Server 3 Years Support Part No. HPAAMS-3Y		70 users		
3.	Implementation and Configuration with 03 years Support.		1 Job		
Total Amount					
18% GST(if applicable)					
15% SST(if applicable)					
Grand Total (including taxes)					

Grand Total Rupees (in words) _____

Stamp and Signature

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

M/s _____

Contact Person _____

Address _____

Tel # _____ Fax _____

Mobile _____ Email _____

Stamp and Signature

10. General Conditions of Contract

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

BETWEEN

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

AND

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

WHEREAS "IBA" intends to obtain a Supply of Patch Management Software Solution with Support vide tender # IT/28/24-25 (IBA requirement) up to the satisfaction and handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

NOW IT IS HEREBY AGREED and DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offers to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Supply of Patch Management Software Solution with Support". "THE SUPPLIER" hereby agrees to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

Article I:

DUTIES and SCOPE OF SUPPLY and SERVICES AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to Provide and Supply Patch Management Software Solution with Support to "IBA" whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with the Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Supply of Patch Management Software Solution with Support.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as and when required with a prior appointment.
- 1.4 All logistic charges will be borne by "THE SUPPLIER".
- 1.5 Delivery time must be within 4 weeks from the date of the Purchase Order.
- 1.6 "THE SUPPLIER" hereby agree and acknowledge to Provide & Supply Attack Surface Risk Management & Solution in accordance with the Description & Specification.
- 1.7 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 1.8 Delivery time within 30 working days after the issuance of Letter of Acceptance/Intent.
- 1.9 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.10 "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 II
PAYMENT**

- 2.1 Payment will be made on or before 30 days after delivery and submission of the invoice.

**Article III
WARRANTY**

- 3.1 Comprehensive onsite OEM warranty.

**Article IV
REMUNERATION**

- 4.1 The cost offered by the SUPPLIER is Rs. _____ (inclusive of all taxes) Supply of Patch Management Software Solution with Support vide tender # IT/28/24-25 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/customs duties etc.
- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed payment as per the Work Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" has to deliver the required number of Supply of Patch Management Software Solution with Support to IBA.
- 4.3 Performance Security 5% of the total amount of Work Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

**Article V
ARBITRATION**

- 5.1 In case of any dispute, difference or any question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter hereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

**Article VI
TERMINATION**

- 6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

**Article VII
INDEMNITY**

- 7.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VIII

NOTICE

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

Article IX:

SEVERABILITY

- 9.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid and enforced to the fullest extent permitted by prevailing law.

Article X

INTEGRITY PACT

- 10.1 The intention not to obtain the procurement/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 10.2 Without limiting the generality of the forgoing the M/s. _____ represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 10.3 M/s. _____ accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of the declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, be stand void at the discretion of the IBA.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. _____ agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s. _____, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XI

MISCELLANEOUS

- 11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 11.2 The validity of the contract will be effective from the date of issue of the Purchase Order.
- 11.3 All terms and conditions of tender vide # IT/28/24-25 will be an integral part of this agreement.

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