

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

TENDER FORM

Tender # IT/14/22-23 Providing Adobe Creative Cloud Licenses

Date of Issue : November 24, 2022
Last Date of Submission : December 9, 2022 (3:00 PM)
Date of Opening of Tender : December 9, 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 Inviting 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
Providing Adobe Creative Cloud Licenses (IT/14/22-23)	Single Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs. 500/- Issuance start date: November 24, 2022, from 9 AM Issuance end date & time: December 9, 2022, till 3 PM Submission date & time: November 24, 2022, to December 9, 2022, from 9 AM to 3 PM Opening date & time: December 9, 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, Karachi 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, Karachi University Enclave, Karachi. Bids will be opened on the same date & venue in the presence of the bidders' representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid Security in 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, 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, Website: <https://www.iba.edu.pk/tenders>

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1. Introduction

Dear Tenderer

Thank you for your interest in responding to the IBA's advertisement which floated on IBA & SSPRA websites on November 24, 2022, to "Providing Adobe Creative Cloud Licenses".

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 or 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 Tender Form**

It is mandatory to fill the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a piece of paper & 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, Karachi University Enclave, Karachi from November 24, 2022, to December 9, 2022, from 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
Institute of Business Administration,
Main Campus, Karachi 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, Karachi University Enclave, Karachi till 3:00 PM on December 9, 2022. **Tender Documents received by fax or email will not be accepted.**

(g) Rights

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

(h) Deliveries of Licenses

All licenses will be delivered directly to the location, as per the discretion of IBA. If the licenses delivered is not conforming to the specifications and bill of quantity, the licenses will not be accepted.

(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 & Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Providing Adobe Creative Cloud Licenses.
- (c) **Procuring Agency's Address:** Main Campus, Karachi 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 (90) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the Tender Document in a sealed envelope is December 9, 2022, by 3:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, Karachi 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 9, 2022, at 3:30 PM at IBA Main Campus, Karachi University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery.
- (i) **Deposit Receipt No:** _____ **Dated:** _____
Amount (in words and figures): _____
Pay Order / Demand Draft #: _____, **Amount: Rs.** _____
Drawn on Bank: _____, **Dated:** _____

Stamp & 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**

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 before 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 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 under 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 Pakistan's substantive and procedural law. The venue shall be Karachi.

g. **Acceptance of Tender**

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

h. **Support Capabilities**

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

Stamp & Signature

i. Compliance with specifications

The bidder shall provide information as per the requirements given in BoQ. However, the bidder can submit multiple solutions. The bidder may not propose/supply any kind of refurbished 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 least evaluated cost.

k. Cancellation

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

l. Delivery Time

The supply should be completed at IBA within 02 weeks of receiving the Purchase Order.

m. Installation

The bidder will also be responsible for the complete installation and configuration of all software licenses.

n. Invoice

The invoice/bill should be submitted to Purchase Department.

o. Stamp Duty

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

p. Payment:

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

q. Licensing Rights

The Bidder must have rights from the source and have NOC from the concerned licensing authority in Pakistan.

r. Genuinity

The Bidder/Service Provider must provide a genuine software license. If found forged/tempered, at any stage would categorically debar for further services and legal actions would be taken.

Stamp & Signature

5. Integrity Pact

- (a) Its intention is 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 to obtain or induce 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.

Stamp & Signature

6. Bidder Qualification Criteria

Sr. No.	Mandatory Eligibility Criteria (attach supporting document)	Remarks Yes / No
1.	Last 3 years (at least) relevant experience.	
2.	Last 3 years' financial statements minimum 1.5 million turnovers (per year) in terms of financial statement and Annual Return	
3.	"Sales tax registration certificate with last month's return copy of both FBR and/or SRB" and NTN certificates.	
4.	Authorized Distributor/Partnership/Manufacturer Certificate.	

Note: Bidder must submit all the Supporting Documents for evaluation

Stamp & Signature

7. Bill of Quantity:

Providing Adobe Creative Cloud Licenses

Sr #	Description	Qty	Rate	Amount
1.	Adobe Creative Clouds for Teams All Applications Organization: Institute of Business Administration, Karachi VIP no: 4528EFD9586F14E243DA 1-year subscription	8 units		

Grand Total 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

8. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2022.

BETWEEN

M/s. Institute of Business Administration, Karachi through its **Registrar**, located at Main Campus, Karachi 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 Adobe Creative Cloud Licenses vide tender # IT/14/22-23 (IBA requirement) up to the satisfaction & 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 & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Supply of Electric Water Dispenser". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I:

DUTIES & SCOPE OF SUPPLY & SERVICES

- 1.1 "THE SUPPLIER" agrees to Provide Adobe Creative Cloud Licenses to "IBA" whenever and wherever form is required as per the terms & 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 Adobe Creative Cloud Licenses.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with a prior appointment.
- 1.4 All logistic charges will be borne by "THE SUPPLIER".
- 1.5 Delivery time must be within 45 days from the date of the Purchase Order.

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 Adobe Creative Cloud Licenses vide tender # IT/14/22-23 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/customs duties etc.
- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on 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" have to deliver the required number of Supply of Adobe Creative Cloud Licenses to IBA.
- 4.3 Performance Security 5% of the total amount of the 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 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, 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 days notice.

**Article VII
INDEMNITY**

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

**Article VIII
NOTICE**

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

Article IX:
SEVERABILITY

- 9.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & 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 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 & remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. _____ agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & 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/14/22-23 will be an integral part of this agreement.

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