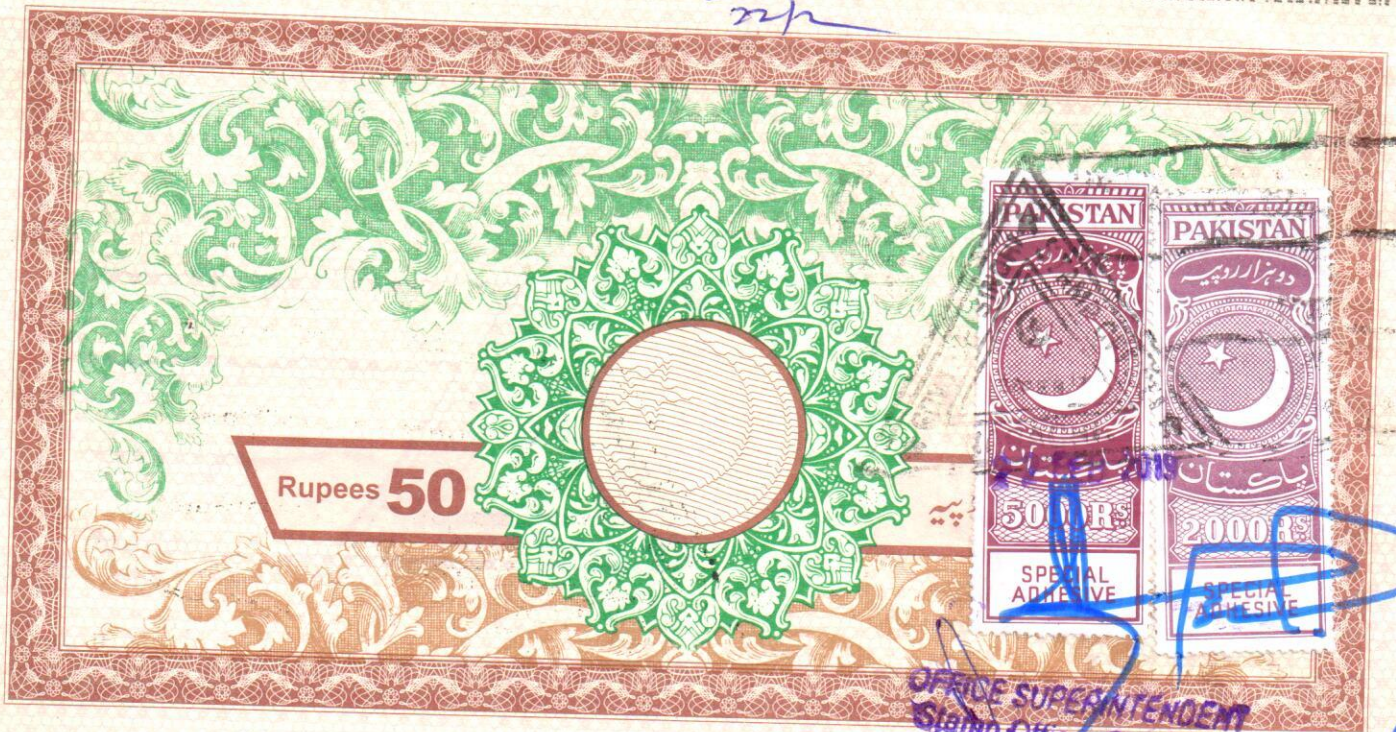


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SHABIH AHMED QAZI STAMP VENDOR

Licence. No.32, Seat No. 01, Shade-A
City Court, Karachi

01 FEB 2019

22 FEB 2019

RUPEES FIFTY ONLY

NO. 4466 DATE
ISSUED TO WITH ADDRESS SAJ HUSSAIN
THROUGH WITH ADDRESS Advocate
PURPOSE C. No. 990/KRA
VALUE RS ATTACHED
STAMP VENDOR'S SIGNATURE

AGREEMENT

**Providing Software Licenses (Adobe Creative Clouds for
Teams All Applications)**

THIS AGREEMENT is executed at KARACHI, on this day February 25, 2019.

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s Kontinental Establishment, having its office at # Suite no. 112, 1st Floor, Europa Centre, Hasrat Mohani Road, Karachi, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its CEO Danesh Komax, holding CNIC No. 42301-8729597-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Providing Software Licenses (Adobe Creative Clouds for Teams All Applications) vide tender # IT/17/18-19 for the Providing Software Licenses (Adobe Creative Clouds for Teams All Applications) (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Providing Software Licenses (Adobe Creative Clouds for Teams All Applications)" and "THE SERVICE PROVIDER" have offered to render all kind of Providing Software Licenses (Adobe Creative Clouds for Teams All Applications) including but not limited to the "Providing Software Licenses (Adobe Creative Clouds for Teams All Applications)" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

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

Providing Software Licenses (Adobe Creative Clouds for Teams All Applications)



WITNESSETH

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" as their official for the specific purpose of "Providing Software Licenses (Adobe Creative Clouds for Teams All Applications)" discussions in respect of the same with "IBA" before the determination of Providing Software Licenses (Adobe Creative Clouds for Teams All Applications) to provide with any/all other relevant details for presentation to "IBA" for Providing Software Licenses (Adobe Creative Clouds for Teams All Applications). "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I:

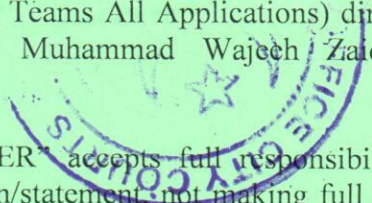
DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide of Providing Software Licenses (Adobe Creative Clouds for Teams All Applications) 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 Sr. Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed Providing Software Licenses (Adobe Creative Clouds for Teams All Applications).
- 1.3 This Agreement shall be in effect from February _____, 2019 for 01 year subscription and subject to the SERVICE PROVIDER inspection of the service to ensure that they are in working order.
- 1.4 "THE SERVICE PROVIDER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.6 Delivery before March 20, 2019.

Article II

SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Providing Software Licenses (Adobe Creative Clouds for Teams All Applications) in accordance with the Description & Specification.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge 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 Provide & Supply of Adobe Creative Clouds for Teams All Applications), as per Ministry of Science & Technology (MOST) PTA and in accordance to Government rules & regulations and policies
- 2.4 "THE SERVICE PROVIDER", will provide the Providing Software Licenses (Adobe Creative Clouds for Teams All Applications) directly on official address of IBA , Karachi to Syed Muhammad Wajeed Zaidi at his email address smwzaidi@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 later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.

2.7 SERVICE PROVIDER will ensure the following:

2.7.1 THE SERVICE PROVIDER will be responsible for the smooth functioning of already installed Hardware as per BOQ.

2.7.2 THE SERVICE PROVIDER shall provide second & third level support for the configuration of hardware mentioned in the BOQ.

2.7.3 THE SERVICE PROVIDER shall coordinate with OEM (Original Equipment Manufacturer) to support for configuration issues and hardware repair replacement.

2.7.4 THE SERVICE PROVIDER shall provide patches / upgrades of appliance during the contract period without any extra cost to IBA.

2.7.5 THE SERVICE PROVIDER shall provide onsite 24x7 support & replacement support.

2.7.6 THE SERVICE PROVIDER will also responsible for Complete Installation, configuration.

2.7.7 This contract would be for 1 year subscription.

Article III **REMUNERATION**

3.1 The cost offered by the SERVICE PROVIDER is Rs. 2,009,592.00 (inclusive of all taxes) Provide & Supply of Adobe Creative Clouds for Teams All Applications) vide tender # IT/17/18-19 variation may occurred. Details of items are appended below;

Specifications	QTY	Rate	Amount
01 Licenses (Adobe Creative Clouds For Teams All Applications) for 1 year subscription	39	45,600.00	Rs.1,778,400.00
Total			Rs.1,778,400.00
SST			Rs.231,192.00
Total Amount with SST			Rs.2,009,592.00

3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. "THE SERVICE PROVIDER" have to deliver the required number of Licenses (Adobe Creative Clouds for Teams All Applications) to IBA.

3.3 Performance Security 5% of total amount of Purchase 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, 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 anytime 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, cost 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:
INTEGRITY PACT

- 8.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 8.2 Without limiting the generality of the forgoing the M/s Kontinental Establishment, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 8.3 M/s Kontinental Establishment, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.



8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Kontinental Establishment, 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 Kontinental Establishment, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

**Article IX:
MISCELLANEOUS**

9.1 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.

9.2 The validity of the contract will be effective from the date of issue of Purchase Order.

9.3 All terms and conditions of Tender vide # IT/17/18-19 will be the integral part of this agreement and can't be revoked.

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

"IBA"
NAME: IMRAN BATADA

CNIC # _____

Address:
Director, ICT Institute of Business
Administration Main Campus
University Road, Karachi

1.

M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

M/S Kontinental Establishment
NAME: A.G. Hafeez Samoo

CNIC # 42301-8466565-3

Address:
Suite no. 112, 1st Floor, Europa Centre,
Hasrat Mohani Road, Karachi.

2.

YASIR KHAN
ACCOUNTANT.

CNIC# 42101-3005096-7

Address: Same as above.

