

NBP-0002-2301270001785953

GoS-KHI-EB89D5A662B8EAFc

Non-Judicial

Rs 3,502/-

Description : Contract - 15(a)  
 Principal : Institute Of Business Administration [27024407]  
 Contractor : Trade Genic Private Limited [50805584]  
 Applicant : Abdur Rahman Khan [42201-1864780-3]  
 Stamp Duty Paid by : Trade Genic Private Limited [50805584]  
 Issue Date : 27-Jan-2023, 04:06:44 PM  
 Paid Through Challan : 2023359DBFDA207E  
 Amount in Words : Three Thousand Five Hundred and Two Rupees Only

Please Write Below This Line

**AGREEMENT****Provide Adobe Creative Cloud Licenses**THIS AGREEMENT is executed in KARACHI, on January 28<sup>th</sup>, 2023.**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. Trade Genic (Pvt.) Limited**, having its office at **Office # 607, 6th Floor, Mohammadi Trade Tower, New Chali, Saddar Town, Karachi**, hereinafter referred to as **THE SERVICE PROVIDER** (which expression shall wherever the context so permits are deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr. ABDUR RAHMAN KHAN**, holding CNIC No. 42201-1864780-3 on the **SECOND PART**.







**E-STAMP**

CONTINUATION SHEET

Government of Sindh

**WHEREAS** IBA intends to obtain Adobe Creative Cloud Licenses vide tender # IT/14/22-23 up to the entire 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 SERVICE PROVIDER as their SERVICE PROVIDER for the specific purpose of "Provide Adobe Creative Cloud Licenses" vide tender # IT/14/22-23. THE SERVICE PROVIDER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

**Article I:**  
**SCOPE OF SUPPLY**

- 1.1 THE SERVICE PROVIDER 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 SERVICE PROVIDER will coordinate with the Head of Procurement, of the IBA who will assist THE SERVICE PROVIDER in the supervision of the proposed provision of Adobe Creative Cloud Licenses.
- 1.3 THE SERVICE PROVIDER will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with a prior appointment.
- 1.4 All charges will be borne by THE SERVICE PROVIDER.
- 1.5 All licenses in full quantity should be provided on or before February 24<sup>th</sup>, 2023.
- 1.6 The SERVICE PROVIDER will also be responsible for the complete installation and configuration of all software licenses.
- 1.7 The SERVICE PROVIDER must have rights from the source and have NOC from the concerned licensing authority in Pakistan.
- 1.8 The 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.

**Article II**  
**PAYMENT**

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

**Article III**  
**WARRANTY**

- 3.1 The SERVICE PROVIDER will provide support capabilities during the course of subscription.



**Article IV**  
**REMUNERATION**

- 4.1 The cost offered by THE SERVICE PROVIDER is Rs. 1,000,456/- (inclusive of all taxes) to Provide Adobe Creative Cloud Licenses vide tender # IT/14/22-23 variation may occur. The cost is inclusive of taxes/levies/customs duties etc. Details of items are appended below:

Item Specifications	Qty	Rate	Total Amount
Adobe Creative Clouds for Teams All Applications Organization: Institute of Business Administration, Karachi VIP no: 4528EFD9586F14E243DA 1-year subscription	8 units	125,057.00	1,000,456.00
Grand Total			1,000,456.00

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed-on as per the Purchase 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 has to provide the required licenses to IBA.
- 4.3 Performance Security 5% of the total amount of the Purchase Order will be provided by THE SERVICE PROVIDER.
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SERVICE PROVIDER. 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 SERVICE PROVIDER as per SRO/Notification.

**Article V**  
**ARBITRATION**

- 5.1 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 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 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 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 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**

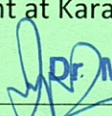
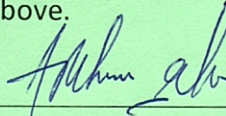
- 10.1 The intention is not to obtain the procurement/work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 10.2 Without limiting the generality of the forgoing the M/s. Trade Genic (Pvt.) Limited 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. Trade Genic (Pvt.) Limited 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. Trade Genic (Pvt.) Limited 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. Trade Genic (Pvt.) Limited, 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 being 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.



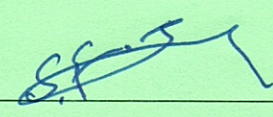
IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date mentioned above.

 <b>Dr. Muhammad Asad Ilyas</b> Registrar IBA, Karachi Former Chairperson Accounting & Law Department Institute of Business Administration (IBA) Karachi, Pakistan CNIC # <u>42301-4497722-9</u>	 <b>Mr. Abdur Rahman Khan</b> Business Development Manager M/s. Trade Genic (Pvt.) Limited CNIC # <u>42201-1864780-3</u>
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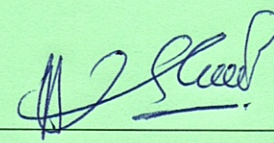
Address:  
Institute of Business Administration  
Main Campus, University Road, Karachi.

Address:  
Office # 607, 6th Floor, Mohammadi Trade  
Tower, New Chali, Saddar Town, Karachi.

**WITNESS:**

1.   
IBA, Karachi  
Syed Fahad Jawed  
Head of Procurement  
CNIC # 42201-9125136-6

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

2.   
M/s. Trade Genic (Pvt.) Limited  
Mr. Umair Ahmed Khan  
IT Sales Executive  
CNIC # 42201-7141385-1

Address:  
Office # 607, 6th Floor, Mohammadi Trade  
Tower, New Chali, Saddar Town, Karachi

Focal Person IBA 