

*Tender Fee: Rs. 1000/-.
(Non-Refundable)*

TENDER FORM

Tender # IT/17/18-19

Providing software licenses (Adobe Creative Clouds for Teams All Applications)

Date of Issue : December 03, 2018

Last Date of Submission : December 20, 2018 (3:00 PM)

Date of Opening of Tender : December 20, 2018 (3:30 PM)

Company Name: _____

NTN: _____

SRB / GST Registration Number: _____

Pay Order / Demand Draft # _____, Drawn on Bank _____

Amount of Rs. _____, Dated: _____

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1. Introduction

Dear Tenderer:

Thank you the interest you have shown in response to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspapers on December 03, 2018 to "Providing software licenses (Adobe Creative Clouds for Teams All Applications)".

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 with the passage of time.

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

Please contact Purchase Executive on 38104700 ext: 2112 for any information and query

Thank you.

-sd-

Registrar

2. Instructions

(a) **Sign & Stamp**

The Institute of Business Administration, Karachi (IBA) expects that aspirant bidder contactor manufacturers / firms / supplier / companies / distributors / dealers should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document 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 of Tender Form**

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

(c) **Collection of Tender**

You can collect the Tender Document from the office of Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi from December 03, 2018 to December 20, 2018 during working 9:00 AM to 3:00 PM.

(d) **Submission of Tender**

The last date of submit the Tender Document in sealed envelope in December 20, 2018 by 3:00 PM in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.

(e) **Bid Security**

Bid Security of 2% of total charges will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of **Institute of Business Administration**. Bid Security should be enclosed in a separate envelope, labelled as 'Bid Security, and which should be sealed. Proof of Sales Tax registration and NTN numbers should also be provided. (Please provide photocopies of relevant documents).

(f) **Performance Security**

Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.

Stamp & Signature

(g) Tender Number

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

(h) Communication

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

Contact Person (IBA): Syed Ali Ahmed Naqvi
Executive ICT Procurement
Institute of Business Administration,
City Campus, University Road,
Karachi
Tel # : 111-422-422 Ext 2112
Email : anaqvi@iba.edu.pk

(i) Submission of Documents and Address

Separate envelopes clearly labeled for ‘Original Document’, ‘Copy’ and ‘Bid Security’ must be submitted on or before last date to submit the tender documents. Tender Document can be dropped by hand or courier in Tender Box placed at the office of Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi by the last date indicated for submission. **Tender Document received by fax or email will not be accepted.**

(j) Submission of Tender

The complete tender document should be submitted by 3:00 PM on December 20, 2018 at the office of Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi

The manufacturer/firms/companies/distributors/suppliers shall deliver two copies of the bids which include IBA tender documents.

(k) Date of Opening of Tender

Bid will be opened on December 20, 2018 at 3:30 pm at Office of the Sr. Manager Procurement & Stores IBA Main Campus in presence of representative bidders who may care to attend.

(l) Demonstration

The Bidder contactor manufacturer/firms/companies/distributors/suppliers will compulsorily provide a demonstration unit of the quoted product for testing / evaluation purposes. The demonstration unit should be exactly of the same specification as quoted by the manufacturer /firms/company's /distributors/ suppliers. In case the demo unit isn't according to the specification required by IBA or quoted by the manufacturer/firms/companies/distributors/suppliers, the tender may be liable to rejection. Sample, if any, of the quoted item may be provided with the tender form duly stamped by the company.

(m) Rights

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

(n) Mode of Deliveries

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

(o) Clarification/Proof

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

(p) Licensing Rights

As of Terms & Conditions

(q) Genuinity

As of Terms & Conditions

3. **Bidding Data**

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi
- (b) **Brief Description of procurement :** Providing software licenses (Adobe Creative Clouds for Teams All Applications)
- (c) **Procuring Agency's address:-**Main Campus, University Road, Karachi
- (d) **Amount of Bid Security:-** Bid Security of 2% of total amount/cost will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of 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 of submit the Tender Document in sealed envelope in December 20, 2018 by 3:00 PM in the Office of the Sr. Manager Procurement & Stores, Ground Floor, Fauji Foundation IBA Main Campus, University Road, Karachi. The Tender will be opened on same day at 3:30 PM in the presence of representatives who may care to attend.
- (g) **Venue, Time, and Date of Bid Opening:-** Tender will be opened on December 20, 2018 on 3:30 PM at IBA Main Campus, University Road, Karachi.
- (h) **Time for Completion from written order of commence:-** 60 days
- (i) **Deposit Receipt No: Date: 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 bid, should be submitted along with the tender documents.

b) Validity of the Tender

All proposal and prices shall remain valid for a period of 90 days from the closing date of the submission of the proposal. However, the Manufacturer/firms/companies/distributors/suppliers is encouraged to state a longer period of validity for the proposal.

c) Currency

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

d) 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.

e) 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 Manufacturer / 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, 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

f) Acceptance of Tender

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

Bidder MUST quote prices as per requirement mentioned in the Tender Document.

g) Material

Material of this order is subject to final inspection from Competent Authority Technical Team at the time of delivery.

h) Cancellation

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

Stamp & Signature

i) Performance Security

Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of contract.

j) GST

GST will be paid on applicable items only.

k) 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.

l) Increase in Price

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

m) Increase in Taxes

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

n) Quantity

Competent Authority reserves the right to change / alter / remove any item or article or reduce / enhance quantity without assigning any reason thereof.

o) Invoice

Invoice / bill should be submitted to Purchase & Store Department.

p) Stamp Duty

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

q) Active Tax Filer

Manufacturers / Firms / Supplier / Companies / Distributors shall maintain its status as an active/filer taxpayer with taxation authorities while rendering services to IBA, Karachi.

r) Payment Terms

Payment will be made on or before 30 days after delivery and submission of invoice. Advance Payment subject to Bank Guarantee.

Stamp & Signature

s) Currency

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

t) Licensing Rights

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

u) Genuinity

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

v) Delivery of Licenses

All licenses will be delivered directly to the location, as per the discretion of IBA. If licenses delivered is not conforming to the specifications and bill of quantity, the licenses will not be accepted. Delivery time must be of two weeks from the date of Work Order.

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 instrument, be 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 mandatory requirement other than auxiliary services / works.

Stamp & Signature

6. Technical Specifications & BOQ:

Specifications		QTY	Rate	Amount
01	Licenses (Adobe Creative Clouds For Teams All Applications) for 1 year subscription	39		
Total				
SST				
Total Amount with SST				

Grand Total Rupees (in words) _____

Stamp & Signature

Mandatory Criteria:

Only those Service Provider/Source can apply in this tender who fulfill the mandatory criteria:

1. Local/Global Affiliation with Manufacturer - in Pakistan.
2. The bidder must be authorized dealer / partner of Adobe in Pakistan. Proof of the same should be attached with the bid.
3. Any value added service support with the equipment / license, with no impact on cost, shall be considered.
4. Bidder will also responsible for Complete Installation, configuration
5. Last 3 years' financial statements minimum 2 million (per year) in terms of bank statement or financial statement.

Bid Evaluation Criteria:

The bids will be evaluated on the basis of lowest items rate keeping in view our required configuration and also fulfil mandatory criteria only.

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