



NBP-0007-2403060004227363

GoS-KHI-2AC79BE66762CF1F

Non-Judicial

Rs 3,843/-

Description	: Contract - 15(a)
Principal	: IBA Karachi [27024407]
Contractor	: Hassan Jamal Khan [42201-0449690-1]
Applicant	: Danish Iqbal [42101-1430410-3]
Stamp Duty Paid by	: Hassan Jamal Khan [42201-0449690-1]
Issue Date	: 06-Mar-2024, 05:33:11 PM
Paid Through Challan	: 20249CFC21D9ABFF
Amount in Words	: Three Thousand Eight Hundred and Forty Three Rupees Only

Please Write Below This Line

**AGREEMENT****Provide Adobe Creative Cloud Licenses**

THIS AGREEMENT is executed at KARACHI, on this day February 15, 2024

**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. Osits (Private) Limited**, having its office at Suite # 308-310, 3rd Floor, Clifton Centre, Karachi, hereinafter referred to as THE SUPPLIER (which expression shall wherever the context so permits are deemed to include its legal representatives, executors, successor and assign), through its proprietor Mr HASAN JAMAL KHAN holding CNIC No. 42201-0449690-1 on the SECOND PART.

**WHEREAS** IBA intends to obtain a Supply of Adobe Creative Cloud Licenses vide tender # IT/20/23-24 up to the entire satisfaction and hand over the material(s) to the IBA having accepted the offer in a finished form complete in all respects.







**E-STAMP**

CONTINUATION SHEET

Government of Sindh

**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 "Provide Adobe Creative Cloud Licenses" vide tender # IT/20/23-24. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms and conditions herein below.

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

- 1.1 THE SUPPLIER agrees to Provide Adobe Creative Cloud License to IBA whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.2 THE SUPPLIER will coordinate with the Head of Procurement of the IBA who will assist THE SUPPLIER in the supervision of the proposed Provide of Adobe Creative Cloud Licenses.
- 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 All licenses in full quantity should be provided on or before February 29, 2024.
- 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 SUPPLIER is Rs. 1,097,848/- (inclusive of all taxes) to Provide Adobe Creative Cloud Licenses vide tender # IT/20/23-24 variation may occur. The cost is inclusive of labour/transportation/supplies/taxes/levies/ customs duties etc. Details of items are appended below:

Sr #	Item Specifications	Qty	Rate	Total Amount
1.	<b>Adobe Creative Cloud Licenses for Teams All Applications)</b> Mode: Retailer Organization: Institute of Business Administration, Karachi VIP no: 3A5B34464E51C2D48F3A (8 renewal + 2 new licenses) Subscription: 1 year	10 Licences	93,038.00	930,380.00
			<b>18% GST</b>	<b>167,468.60</b>
			<b>Grand Total</b>	<b>1,097,848.60</b>

- 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 SUPPLIER has to deliver the required number of equipment to IBA.
- 4.3 Performance Security 5% of the total amount of the Purchase 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/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**  
**FORCE MAJURE**

- 6.1 THE SUPPLIER shall not be asked for a return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE SUPPLIER and which could not have been foreseen, prevented, or avoided by a judicious person of able mind and body. These include but are not restricted to, Acts of God, Acts of the public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

**Article VII**  
**TERMINATION**

- 7.1 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 VIII**  
**INDEMNITY**

- 8.1 THE SUPPLIER in its 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 SUPPLIER which disturbs or damage the reputation, quality or the standard of services provided by IBA and any person claiming through the IBA.

**Article IX**  
**NOTICE**

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

**Article X**  
**SEVERABILITY**

- 10.1 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 XI**  
**INTEGRITY PACT**

- 11.1 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).
- 11.2 Without limiting the generality of the forgoing the M/s. Osits (Private) 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.

11.3 M/s. Osits (Private) 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 and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.

11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Osits (Private) Limited 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. Osits (Private) Limited, as aforesaid to obtain or induce procurement/work/service or other obligation or benefit in whatsoever from the IBA.

## Article XII **MISCELLANEOUS**

12.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.

12.2 The validity of the contract will be effective from the date of issue of the LoA.

12.3 All terms and conditions of tender vide # IT/20/23-24 will be an integral part of this agreement.

**Dr Muhammad Asad Ilyas**

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

IBA, Karachi  
Dr. Muhammad Asad Ilyas  
Registrar  
CNIC # 42301-4497722-9

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

M/s. Osits (Private) Limited  
(Name) HASSAN IMRAN  
(Designation) Business Development Head  
CNIC # \_\_\_\_\_

Address:  
Suite # 308-310, 3rd Floor, Clifton Centre,  
Karachi

### **WITNESS:**

1. 8/3  
IBA, Karachi  
Syed Fahad Jawed  
Head of Procurement  
CNIC # 42201-9125136-6

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

2. Hasan  
M/s. Osits (Private) Limited  
(Name) HASAN JAMAL KHAN  
(Designation) Regional Sales Manager  
CNIC # 42201-24496301

Address:  
Suite # 308-310, 3rd Floor, Clifton Centre,  
Karachi

Focal Person IBA Abdul Qadir Zakeer