

AGREEMENT

This agreement is made on the _____ day of _____ at _____ between National Book Foundation (hereinafter called the NBF) of the first part and M/s _____ (hereinafter called the Printer) of the other part.

Whereas the NBF desires the execution of production of textbooks and general books etc. (including composing/calligraphy, film making, printing and binding etc. and the Printer has provided Rs.100,000/- (Rupees one hundred thousand only) as Security Deposit and agreed to perform that work. This agreement is drawn up and entered into by and between the above mentioned parties on the terms and conditions hereinafter appearing:-

1. That the NBF will issue Print Order for printing of textbooks and general books etc. as per specifications given therein. However, the NBF reserves rights to increase or decrease the quantity of books etc. While accepting the Print Order the Printer shall give a bank guarantee, if so required by the NBF, in the name of NBF covering the cost of paper/card/film positives, etc; provided to him whose value will be determined by the NBF. The bank guarantee shall be released on satisfactory completion of the job.
2. That The Printer shall adopt every possible precaution (whether instructed to do so or not) to prevent any copies, proofs printed papers or books etc. or any part of the same from falling in the hands of a person or persons or institutions or firms etc; who are not authorized to receive the same.
3. That the Printer shall permit the representatives of NBF deputed from time to time to inspect the progress of the work at the Printer's premises.
4. That the materials, if any, issued to the Printer under clause (1) above shall be accounted for by the Printer in the manner required by the NBF to its full satisfaction. The transportation charges on account of receipt and return of the materials and delivery of books packed in card board boxes with a slip pasted thereon mentioning the name of book and quantity shall be borne by the Printer.
5. That the Printer shall supply two sample copies alongwith original of the work to the NBF for approval prior to binding the entire lot. The Printer shall also supply fifty (50) complimentary copies or as indicated in the Print Order of the work for which paper shall be supplied by the NBF but printing and binding charges thereof will be borne by the Printer.
6. That the Printer will perform the job as per existing schedule rates revised from time to time. If any tax/taxes are imposed by the Federal and Provincial Governments or Local Authority from time to time the same shall also be included in the rates.
7. That the Printer will be bound to return pre-press material to NBF in good condition along with Manuscript/ Proof/Dummies/Pasted copies/Films, Plats or any other material failing which no bill will be processed and whole responsibility in delay of payment will rest upon the printers.

8. That in the event of the printer fails to complete the work within the stipulated time given in the Printer Order and thereafter extended on his requested, the NBF shall have the right to cancel the assignment and withdraw the Print Order. The cost of material supplied by the NBF will be recovered from the printer and the printer will be banned for one year. If the printer fails to complete the job awarded in stipulated time three times in a row then NBF reserves the right to cancel his agreement and the Security Deposit as well as bank guarantee (if any) will be forfeited.
9. That in the event of any defect, discovered at any time after receipt of the completed work the Printer shall be bound to rectify such defect at his own cost to the satisfaction of and within the time fixed by the NBF.
10. In the event of the Printer fails to:-
 - a) meet the time schedule,
 - b) execute the work in good workmanship to the satisfaction of NBF and
 - c) observe or perform any other specified conditions.

It shall be lawful for the NBF in its discretion to remove part or entire work, to reject part or full work and to withhold part or full payment thereof as it considers fit. In such as the case may be at the sole discretion of the NBF.

11. That if owing to urgency or for any other reason, defective work, if any, cannot be wholly rejected, NBF shall deduct from any payment due to the Printer such sum not exceeding 75 percent of the total work, as it deems fit and appropriate
12. That in case of defective work being wholly rejected, NBF shall recover from the Printer the cost, damages, loss of paper/card/film positives at prevalent market rates and also such extra cost that NBF may have to incur in getting the work done elsewhere. NBF shall have authority to recover this amount by forfeiting the Security Deposit amount and by adjusting the excess amount, if any, from the bank guarantee at clause (1)
13. That the printer observes that he cannot complete the job within the stipulated time given in the Print Order due to some unavoidable reasons i.e. strike, lockout, fire, accident or other circumstances beyond the control of the Printer. In such condition the printer shall promptly inform to the NBF in writing the reasons with completion date etc. Upon receipt of the printer's request the committee shall evaluate his request and if found justified, the committee will extend the time schedule for completion of the job. If the printer fails to complete the job within the extended time schedule then the job will be cancelled as per clause-8 of the agreement and the action will be initiated
14. The printer shall, after completion of the work, return to the NBF the original manuscript of the book alongwith dummies/proofs negatives/positives and plates etc. in good condition.

15. That in case the Printer sublets the work, uses paper/card other than the one supplied, and over prints number of copies originally ordered for or willfully delays three jobs in a row, the NBF, after through investigation will have the right to black list the Printer and forfeit the security deposit.
16. The tender No. 160/HPLA(5)m dated 18-01-2021 document will be the part of this agreement.
17. Withholding tax at sources will be deduction from payments as per rule.
18. That the Printer agrees that NBF is fully competent to interpret any clause of this agreement and such an interpretation as may be made by NBF will be accepted by the Printer without recourse either to arbitration or through court of law.

In witness whereof the parties have hereinto set their respective hands and seals at the place, day and year first above written.

(PRINTER)

MANAGING DIRECTOR
NATIONAL BOOK FOUNDATION
ISLAMABAD

WITNESS

- 1) _____

- 2) _____

