



Pakistan Tourism Development Corporation

TENDER DOCUMENTS

“For Printing of Books / Booklets and Publicity Material”

Advertisement Date: 19 /11/ 2020

Closing Date & Time: 07 /12/ 2020

Opening Date & Time: 07 /12/ 2020 (12:30 PM)

Name of Bidder Firm: _____

**PTDC Head Office, Kohsar Block (Ground Floor), Pak Secretariat, Islamabad
Phone: 051-9212850, Fax 051-9212853**

Tender Notice
For Printing of Books / Booklets and Publicity Material

Pakistan Tourism Development Corporation (PTDC), Cabinet Division, Government of Pakistan, which is responsible for promotion of tourism in Pakistan invites sealed bids from reputed printer publishers / firms companies having experience of (10) years for printing of Books, Booklets, brochures and publicity material under Rule 36(b) of PPRA Rules, 2004 and registered with Income Tax, Sales Tax Departments and are on FBR's Active Taxpayer's List (ATL).

2. The complete Bidding documents may be obtained from the Office of the undersigned on payment of Rs. 1000/- (Rupees One Thousand only), non-refundable. Bidding documents can also be downloaded from PTDC website www.tourism.gov.pk and PPRA website www.ppra.org.gov.pk. (Pay order of Rs. 1000/- may be attached in case downloaded from website).

3. The bids, prepared in accordance with instructions in the bidding documents, along with Bid Security / Earnest money of 2% of the bid value in the shape of Bank draft / Pay order drawn in favor of PTDC may reach Office of undersigned by 7th December, 2020 at 1200hrs. Bids will be opened on the same day at 12:30 hrs in presence of bidders.

4. As per PPRA Rules 33(1), 2004, Pakistan Tourism Development Corporation (PTDC), Government of Pakistan, has the right to reject any or all bids / proposals at any time prior to the acceptance of a bid / proposal.

Manager (P&P),
Pakistan Tourism Development Corporation (PTDC)
Ground Floor, Kohsar Block,
Pak Secretariat, Islamabad.
Tele: 051-9212850

TENDER DOCUMENT

Tender for:- For Printing of Books / Booklets and Publicity Material

Procuring Agency:- Pakistan Tourism Development Corporation (PTDC)

INSTRUCTIONS TO BIDDERS

1. Pakistan Tourism Development Corporation, hereinafter referred to as "PTDC" or the "Procuring Agency" invites sealed bids, as per single-stage two-envelope procedure under Rule 36(b) of Public Procurement Rules, 2004, from qualified printers/ firms dealing in business of printing and who are registered with Income Tax Departments and are based in Islamabad/Rawalpindi for provision of services for printing of books as per terms & conditions stipulated hereunder. In addition to tender notice and instructions to bidders, the following documents form an integral part of the Tender Documents:-

i.	General terms & Conditions	Annexure I
ii.	Details/ profile of the firm	Annexure II
iii.	Financial Bid	Annexure III
iv.	Evaluation Criteria	Annexure IV
v.	Contract Agreement	Annexure V

2. **Bidding Procedure:-** The bidders shall prepare and submit their bids in accordance with single stage- two envelope procedure, as detailed below.-

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;

- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (ix) The bid found to be the most advantageous bid shall be accepted.

3. Technical Bids: The following documents shall be furnished with the technical bid:-

- i. Form of tender (copy enclosed with the tender document).
- ii. Detailed profile of the company/ firm including name, registered address, telephone /fax number (s), e-mail address and year of establishment, type of ownership, name, address and contact numbers of the owners/partners etc.
- iii. Portfolio of minimum 05 past similar assignments that may include books, booklets and publicity material. The firm shall furnish at least 2 best produced books/ booklets and 2 publicity and marketing products for scrutiny of the procuring agency which may be returned upon request

after the finalization of bidding process or otherwise of printer. Other printing products that demonstrate designing and printing capacity of the firm may also be enclosed.

- iv. Detail of in-house printing setup and press facilities (the procuring agency may physically verify the in-house facilities to determine qualification/ eligibility of bidders)
- v. Detail of firm's capacity to design quality products with respect to human resource and setup
- vi. A copy of the National Tax/ Sales Tax registration certificate.
- vii. A copy of certificate that the firm/ company has paid taxes up to date and is on active taxpayers' list of FBR.
- viii. Undertaking on the letter head of the firm that the firm is not blacklisted by any Govt. Department/Ministry and that the firm is not involved in litigation with any government department.
- ix. One set of complete bid document duly signed and stamped by the firm/ company must be affixed with the technical proposal to authenticate that the bidder company agreed to the terms and conditions of proposal.

4. Financial Bids: The firm shall furnish the following documents in the financial bid duly prepared in accordance with instructions to bidders:

- i. Financial bid as per Annex-III.
- ii. **Bid Security** amounting to 2% of the total bid price in form of deposit at call or pay order in favor of Pakistan Tourism Development Corporation shall be provided in an envelope.

5. Submission of Bids

- 5.1 The bidders shall prepare a copy of documents comprising the tender and shall seal the original copy of the tender in an inner and outer envelope duly marked as "ORIGINAL" and "COPY" as appropriate.
- 5.2 Tender modification or notice of withdrawal shall be prepared in sealed, marked and delivered in accordance with the inner envelope marked MODIFICATION as appropriate.

- 5.3 Withdrawal of the tender during the interval between deadline for submission of the tender and the expiration of the period of tender validity specified by the tender in the form of the tender may result in forfeiture of the bid security.
- 5.4. The envelope containing the bid shall be marked as **“For Printing of Books / Booklets and Publicity Material”** and must reach the office of the procuring agency at the address, time and date mentioned in the tender notice. The bids will be opened on the same day at the office of Manager (P&A), Pakistan Tourism Development Corporation, Kohsar Block (Ground Floor), Pak Secretariat Islamabad at 1230 hours on date mentioned in the presence of the bidders or their authorized representatives, if they choose to attend the proceedings.
- 5.5. The Procuring Agency reserves the right to accept or reject any or all the tenders as per Rule 33 of PPRA Rules, 2004.

6. Tender Opening and Evaluation

- 6.1 The employer will open the bids in the presence of the bidders or their representatives who choose to attend on date, time and venue mentioned in tender notice/ document.
- 6.2 Bids of firms/ companies for which an acceptable notice of withdrawal has been received, shall not be opened. The procuring agency will examine the bids to determine whether the bid proposals/ tender documents have been properly signed and completed as per instructions. During tender opening, the procuring agency will announce the bidder name, written notifications and withdrawal, if any, and will determine the qualification/ eligibility of bidders as per tender documents.
- 6.3. After scrutiny of the technical proposals, the procuring agency shall prepare for its own record minutes of the tender evaluation proceedings and the information disclosed to those who were present.
- 6.4. Financial proposals of technically qualified firms will be opened on date, time and venue as may be communicated to the bidders in advance.

7. Bid Validity

- 7.1 The bids shall remain valid and open for acceptance for a period of 120 Days after the date of tender opening.
- 7.2 In exceptional cases prior to expiry of tender validity period, the procuring agency may request the bidders for a specified extension in the period of validity. The request and response thereto shall be made in writing. A bidder may refuse the request without forfeiting his tender security. A bidder agreeing to the request will neither be required nor permitted to modify its tender. It will only be required to extend the validity of its tender security correspondingly. The bidders not agreeing to the extension in validity of their bids shall be treated as withdrawn bids and the bids with extended validity periods will only be taken into further consideration.

8. Format and signing of bids

- 8.1 The complete bid shall be without alteration and erasures, except those to accord with instructions issued by the employer, or as necessary to correct errors made by the bidder, in which case such correction shall be initialed by the person or persons signing the bid/ accepting the letter of award.
- 8.2 Each page of tender documents shall be duly signed and stamped by the bidder before making submissions.
- 8.3 Each bidder company may submit only one tender.
- 8.4 Bidders shall indicate all information required in the tender documents including Annexure I & II.

9. Bid Security

- 9.1 The bidders shall furnish with the financial proposal a Bid Security amounting (two percent) 2% of the total bid price (refundable) in form of Deposit at Call or Pay Order issued by a scheduled bank in favour of Pakistan Tourism Development Corporation.
- 9.2 Any bid not accompanied by an acceptable bid security shall be rejected by the employer as non-responsive.

- 9.3 The bid securities of un-successful bidders will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity.
- 9.4 The bid security of the successful bidder will be converted into a performance guarantee and retained till the expiry of the contract agreement.
- 9.5 The bid security of the successful bidder will be forfeited in case the bidder fails to deliver the required services/supplies in time or is unable to provide services/supplies.

GENERAL TERMS & CONDITIONS

1. DESCRIPTION OF WORK/SCOPE OF WORK

- 1.1 Pakistan Tourism Development Corporation (PTDC) invites bids as per single stage- two envelope procedure from authorized printers/ firms dealing for printing of books/ publications as per scope of work/ specifications given in the tender document/ financial bid. (Appendix-A)
- 1.2 The bidder will be responsible for designing/ layout/ pre-printing work, printing and post printing of high quality books as per given specifications. The Bidder will be responsible for timely completion of all printing jobs including printing of books.

2. ELIGIBILITY AND QUALIFICATION REQUIREMENT

- 2.1 The bidder company shall be in the business of providing printing services in their respective areas for atleast the past 10 years continuously. Documentary evidence in support of this in the form of "Client List" should be provided.
- 2.2 The firm must have qualified and experienced staff for the work. Documentary evidence in support of this should be provided.
- 2.3 Firms having their own design house comprising of computer hardware/ software, experienced art/design personnel and having minimum of fifteen (10) years' experience in designing/ composing/ printing of Annual Reports/ books.
- 2.4 PRE-PRESS SYSTEM/ FILM PROCESSING: Laser Scanner complete with image setter and automatic film processing system and centre fax rib, desktop publishing systems and laser printers, contact cabinet for film making, automatic film processor for film developing etc.
- 2.5 PLATE PROCESSING: Automatic printing-down frame and plate processor for developing.
- 2.6 PRINTING: Four to Six colour offset printing machines.

- 2.7 FOLDING AND BINDING: Automatic page folding, perforating, stitching, lamination and hot glue binding machines.
- 2.8 DIE-CUTTING: Automatic die cutting machine.
- 2.9 PASTING: Automatic pasting machine.
- 2.10 CUTTING & TRIMMING: Automatic/ computerized paper cutting machines.

Appendix A**TECHNICAL SPECIFICATION AND PRINTING ASSIGNMENTS**

Sr.	Item	Technical Specification	Indicative Quantity
01	Books on Tourism	Size 8.5"x11", pages 150-200 on Art paper 135grams, hard bound with dust cover	500-1000
02	Printing of promotional booklets for tourist destinations / niche market	Eight different types, size 20"x30", with 8 folds paper weight 90 grams art paper	3000-5000
03	Printing of guide map/ pamphlets for tourist destinations	Colored, size 20"x30" with 6 to 8 folds, paper weight 115 grams	3000-5000
04	Printing of Brochures on Religious Tourism,	Colored, Size 20"x30", weight 90 grams with folds	3000-5000
05	Printing of leaflets (2/4 folds) on tourism product theme-wise	4 different types colored, size 5"x7"/6"x8"/8"x10", paper weight 115grams,	4x3000 – 4x5000
06	Printing of flyer on tourism product theme-wise	Different types colored, size 5"x7"/6"x8"/8"x10", paper weight 115grams	3000 – 5000
07	Printing of Postcard of tourist products @ 1000 Nos.	Colored, with lamination size 3.5"x5" Art card 210grams	3000-5000
08	Printing of Posters of @ 1000 Nos.	Colored, size 23"x36"/20"x30", Art paper 135grams	5000 – 8000
09	Printing of quarterly Tourism Newsletters/ pictorials	Colored, 14-20 pages, Size 8.5"x11", Art paper 135grams	4x500 – 4x1000
10	Invitation Cards	Size 5"x7"/6"X6" with envelope art card 260 grams	500-1000
11	Table Calendar	Size 6"x8"/5"x7" on art card 300 grams with spiral / Wire-o-bound with stand	500-1000
12	Business Cards	Size 9cmx5cm, two color on different types of card	1000-3000
13	Back drop / Panaflex / Steamer	Size 20x30/10x15/6x8, on star mat Korean (rate may be quoted per sq. feet)	As per need
14	Files Covers including PTDC logo and title	Boxboard size 14x10.5 inch	2000-3000

15	Envelopes including PTDC logo and title	DL (A4 Size) envelope ,9x12.5 inch and file size	As per need
16	DO Letter including PTDC logo and title	A4 size	As per need
17	Information folder kit / Box/Gusseted Pocket Folder	Size = 9x12 inch	As per need
Note: The type and number/quantity of products given in this table may vary according to needs of the procuring agency.			

3 General Terms & Conditions

- 3.1 Sample products shall be approved by the Procurement Committee of procuring agency before finalization of work award.
- 3.2 The products of low quality will be rejected.
- 3.3 The selected bidder will have to ensure fast & timely delivery of the requisite material at PTDC Head Office as per work orders.
- 3.4 Printing of material must be supplied within the time mentioned in supply order.
- 3.5 In case the Bidder fails to deliver the required supplies in time or is unable to supply the equipment as per specifications, the letter of award/ contract shall be terminated and bid security of the firm shall be forfeited.
- 3.6 All government applicable taxes, etc will be deducted from the Bidder's bill.
- 3.7 The successful bidder shall be issued a letter of award, which on acceptance by the firm in writing, shall constitute to be a formal contract.
- 3.8 The incomplete or conditional tenders would not be accepted and is liable to be rejected.
- 3.9 The contract will be valid for one year and can be renewed on the basis of annual performance.
- 3.10 The contract can be terminated by either party on one month notice but the work in process or payment in process as per contract shall be accordingly cleared.
- 3.11 The quality & standard offered shall be to the entire satisfaction of the procuring agency as demanded/ ordered.

4. Tender Price Quote

- 4.1 The rates quoted by the firms must include all applicable taxes.
- 4.2 No revision of rates will be admissible during the period of contract.
- 4.3 Rate should be quoted in Pak Rupees.
- 4.4 The bidders shall bear all costs associated with the preparation and submission of their bids.

5. Mode of Payment

- 5.1 Payment will be made within one month after the receipt of the requisite supplies and invoices.
- 5.2 No advance payment will be made for any kind of procurement. However PTDC will arrange expeditious payments on submission of invoices.
- 5.3 The procuring agency shall deduct all admissible taxes under rules prescribed by the Government from time to time.

6. Award of Contract

- 6.1 The procuring agency may award the contract to the bidder whose bid has been determined to be substantially responsive, and most advantageous in each category of printing material who have the requisite qualifications/ press facilities and whose sample products are approved and rates found lowest by the Procurement Committee. Products of low quality and inferior brand will be rejected.

7. Employers' Right to accept or reject any or all bids

- 7.1 The employer reserves the right to accept or reject any tender and to annul the tender process and reject all tenders, at any time prior to award of contract as per PPRA Rules, 2004 without incurring any liabilities to the bidders on any account.

8. Letter of Award

- 8.1 Prior to the expiration of the validity period, the procuring agency will notify the successful bidder in writing by a registered letter at their mailing address that his tender has been accepted.

8.2 The letter of award, if accepted by the firm, shall constitute to be a formal contract between the parties.

9. Signing of Agreement

9.1 In case the letter of award is accepted by the firm, it shall return to the employer duly signed and stamped copy of the acceptance letter along with a cover letter on firm's letter head within 7 days of the receipt of letter of award, which shall constitute to be a formal contract agreement between the two parties.

9.2 Framework agreement for a period one year will be executed with the successful bidder who's bids are most advantageous in each item of printing. The bidder shall be responsible for providing the service for the entire period of agreement on the agreed terms, conditions and prices under repeat orders.

10. General Performance of the bidders

10.1 The procuring agency reserves the right to obtain information regarding performance of the bidder firms on their previously awarded contracts/ services. The procuring agency may, in case of consistent poor performance of the bidder as reported by the previous employers of awarded contracts interlaid, reject the bid or take such action as may be deemed appropriate under the circumstances of the case including blacklisting of such firm and debarring it from participation in future bidding for similar work.

11. Performance Security

11.1 Bid Security of the successful bidders shall be retained as a performance security.

11.2 Performance Security will be released to the successful bidder on the expiry of contract agreement.

12. Subletting

12.1 The successful bidder shall not sublet the contract.

13. Suspension and Termination

- 13.1 The firm will give immediate notice in writing to the procuring agency of any situation arising from force majeure which makes it impracticable to carry out any of the agreed terms and agree with procuring agency for any suitable course of action.
- 13.2 The procuring agency may suspend the performance of any or all of the agreed terms and conditions by giving one month's notice in writing to the firm.
- 13.3 In case of any dispute, the decision of the MD, PTDC shall be final.
- 13.4 The application of these conditions shall be governed by the laws of Pakistan.

ANNEXURE II

1. COMPANY DETAILS AND GENERAL INFORMATION

Name of Firm / Company:					
Street Address:		Postal Code:	City:	Country:	
P.O Box and Mailing Address:					
Telephone Number:					
Fax Number:					
Email Address:					
Website:					
Contact Name:					
Contact Title:					
Parent Company, If any					
Sub offices, if any					
Type of Business:					
Year Established:					
Key Personnel Name: <small>(please insert more rows for providing details of all personnel)</small>		Position:	Professional:	Qualification:	Experience:
Dates, Numbers and expiration dates of current Licenses and permits:					
Current Tax authorities registration information:					
In-house production capacity:					
Preference and characteristics of in-house					

quality control system:		
Are all finished productions are tested and released by quality control prior to presentation to the client and or release for demonstration?	Yes	No, if not , why?

2. Financial Information

Average Annual Turn Over for the last 03 years:	
Year	Total Sales (Rs.)
VAT/Tax ID:	
Bank Name:	
Bank Address:	
Account name:	
IBAN:	
Please attach a copy of the company's annual or audited financial report or Income Tax returns, as applicable, of the last three years.	

3. Current Contract Commitments / Contracts in progress

Name of Contract(s)	
Client Contact Information	Insert address, telephone, fax, email address
Value of outstanding contracts	(Current Rs. Equivalent)
Estimated Completion Date	
Monthly Financial Resource Requirement to complete the contracts (Rs. / mon)	

4. Experience

Contract over (Rs. 1 million during the last three years)				
Client	Value	Year	Services	Organization

5. Other

Please list any disputes your company has been involved in over the last 3 years			
Year	Award for or against applicant	Name of client, cause of litigation, and matter in dispute	Dispute amount (current value, Rs. Equivalent)

Undertaking:

I/We hereby certify that the information furnished above are true to the best of my knowledge and belief. I have no objection to PTDC for verifying any or all the information furnished in this document with the concerned authorities, if necessary. I also certify that; I have understood all the terms and conditions indicated in the proposal document and hereby accept the same completely.

Authorized signatory of the agency

Official seal/ stamp and signed: _____

Date: _____

Place: _____

ANNEXURE III**FINANCIAL BID**

Sr.	Item	Quantity	Unit Cost (Inclusive of all taxes)	Total Amount
01	Books on Tourism	500		
	Size 8.5"x11", pages 150-200 on Art paper 135grams, hard bound with dust cover	1000		
02	Printing of promotional booklets for tourist destinations / niche market	3000		
	Eight different types, size 20"x30", with 8 folds paper weight 90 grams art paper	5000		
03	Printing of guide map/ pamphlets for tourist destinations	3000		
	Colored, size 20"x30" with 6 to 8 folds, paper weight 115 grams	5000		
04	Printing of Brochures on Religious Tourism	3000		
	Colored, Size 20"x30", weight 90 grams with folds	5000		
05	Printing of leaflets (2/4 folds) on tourism product theme-wise	4x3000		
	4 different types colored, size 5"x7"/6"x8"/8"x10", paper weight 115grams	4x5000		
06	Printing of flyer on tourism product theme-wise	3000		
	Different types colored, size 5"x7"/6"x8"/8"x10", paper weight 115grams	5000		

07	Printing of Postcard of tourist products @ 1000 Nos.	3000		
	Colored, with lamination size 3.5"x5" Art card 210grams	5000		
08	Printing of Posters of @ 1000 Nos.	5000		
	Colored, size 23"x36"/20"x30", Art paper 135grams	8000		
09	Printing of quarterly Tourism Newsletters/ pictorials	4x500		
	Colored, 14-20 pages, Size 8.5"x11", Art paper 135grams	4x1000		
10	Invitation Cards	500		
	Size 5"x7"/6"X6" with envelope art card 260 grams	1000		
11	Table Calendar	500		
	Size 6"x8"/5"x7" on art card 300 grams with spiral / Wire-o-bound with stand	1000		
12	Business Cards	1000		
	Size 9cmx5cm, two color on different types of card	3000		
13	Back drop / Panaflex / Steamer	As per need		
	Size 20x30/10x15/6x8, on star mat Korean (rate may be quoted per sq. feet)			
14	Files Covers including PTDC logo and title	2000		
	Boxboard size 14x10.5 inch	3000		

15	Envelopes including PTDC logo and title	As per need		
	DL (A4 Size) envelope ,9x12.5 inch and file size			
16	DO Letter including PTDC logo and title	As per need		
	A4 size			
17	Information folder kit / Box/Gusseted Pocket Folder	As per need		
	Size = 9x12 inch			

The bidder shall submit financial proposal on the basis of per unit cost against the qualities as mentioned in financial proposal. The indicated quantity as mentioned in technical and policy agreement may also be taken into consideration for submitting the unit cost. The rates should be inclusive of all Government applicable taxes.

EVALUATION CRITERIA

Sr. No.	Description		Total Points	Remarks
1	Functional Office in Islamabad/Rawalpindi		05	Complete office address along with phone numbers
2	GST Registration, NTN and record of tax paid during past 3 years		10	Attach copies of the relevant documents
3	Relevant experience		25 (max)	Detail of past assignments by the company and sample products to be attached
	More than 10 years' experience of designing and printing work	25		
	More than 07 years' experience of designing and printing work	15		
	More than 05 years' experience of designing and printing work	10		
4	Past Performance from Clients Satisfactory Certificates from different Clients (2 points for each letter of recommendation, maximum 10 points)		10	Satisfactory completion certificates/Recommendation Letters of Clients to be enclosed
5	Quality of previous printing work undertaken by the firm (minimum two samples be provided)		10	
6	Availability of latest printing machinery and equipment		20	Detailed specifications of printing and designing equipment available with the firm.
7	Availability of capable staff/team members		20	Attach profiles of relevant staff members
Total Points			100	

Minimum qualifying score for technical qualification is 70 marks out of 100 marks. Please mark/flag the supporting documents shared for technical qualification scoring.

(Sample Contract Agreement to be signed with the successful bidder)

CONTRACT AGREEMENT

This Contract Agreement (hereinafter called the "Framework Agreement") made on the day of between **Pakistan Tourism Development Corporation (PTDC), Kohsar Block, Pak Secretariat, Islamabad** hereinafter referred to as the purchaser/employer of the one part and M/s _____ hereinafter referred to as the Supplier/bidder of the second part.

WHEREAS the procuring agency is desirous that various publications on the basis of guidelines should be provided by the procuring agency. Design, graphics and color scheme etc. will be finalized by the procuring agency. The theme for various publications will be decided by the procuring agency upon which the printing firm will submit designs.

THEREFORE, NOW this agreement witness as follow:

In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract. The terms and conditions of the agreement are as under: -

Clause 1: The agreement shall be valid from the date of signing of agreement for a period one year. The bidder shall be responsible for providing the service for the entire period of agreement on the agreed terms, conditions and prices under repeat orders.

Clause 2: Delivery: The firm shall deliver the items as per work order/letter of award/supply order in the office of Pakistan Tourism Development Corporation (PTDC) at Kohsar Block, Pak Secretariat, Islamabad within timeline stipulated with every printing assignment from the date of issuance of Purchase Order/Supply Order.

Clause 3: Guarantee: The firm/company clearly undertakes that the printed items being supplied by them would be absolutely free from mistakes, binding and other defects and is in accordance with the specifications/approved sample and quality. Items not found according to required specifications communicated through work order shall not be accepted. Performance guarantee will be returned after the expiry of contract agreement.

Clause 4: Rates: Rates offered in the bid shall be valid till the expiry of contract agreement.

Clause 5: Payment: Payment will be made within one month after the receipt of invoice/s. No advance payment will be made for any kind of invoice. However, PTDC will try to arrange expeditious payments on submission of invoices.

Clause 6: Liquidated Damages: If the firm/company fails to deliver the printed items of specified standard within the specified time period, a penalty, without prejudice to other remedies under the contract, liquidated damages @ 0.5% per day maximum upto 20% of the total value of the contract, shall be charged.

Clause 7: Penalty for failure of Supply: If the Supplier fails to supply any or all the items as per specification, the security amount will be forfeited and the letter of award/contract shall be terminated. Incomplete supplied items will be retained on the risk and cost of the supplier, including blacklisting of the firm.

Clause 8: The Employer shall examine and inspect the printing material including printing facilities of the supplier firm at above mentioned address and if the printing facilities or the printing material were found below standard of specified quality / paper / scope of work, the printing material will be rejected and the supplier will be responsible to provide the material as per specified standard without any additional cost to the Employer. During inspection if the qualification of supplier was found to be misstated, appropriate legal action will be taken against the supplier which include forfeiture of performance security termination of contract and blacklisting of firm.

Clause 9: The Purchaser shall deduct all admissible taxes under rules prescribed by the Government from time to time.

Clause 10: The Supplier shall not be entitled to retain, possess, and further disseminate, the texts and images, in any form without specific and formal prior clearance of the PTDC. Rights of publication will rest with PTDC and the supplier will not carry out any sort of printing related to the work without explicit permission/approval of Competent Authority of PTDC.

Clause 11: This contract shall be executed in two counterparts, 01 copy each for the office of Employer and one for the bidder.

Clause 12: Without limiting the generality of the foregoing the Supplier represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe finder's fee of kick back, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from PTDC except that which has been expressly declared pursuant hereto.

Clause 13: The Supplier accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It is agreed that any contract, rights, interest privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PTDC under any law, contract or other instrument, be voidable at the option of PTDC / Government of Pakistan.

Clause 14: Notwithstanding any rights and remedies exercised by PTDC in this regard, the Supplier agrees to indemnify PTDC for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PTDC

in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from PTDC.

Clause 15: Performance Security: The Supplier's bid security @ 2 % in shape of pay order shall be converted in to a performance security and retained by the Employer till expiry of the warranty period of the supplies/completion of work. Performance security will be released after 30 days of expiry of contract agreement and shall be subject to deduction of any losses caused to the employer.

Clause 16: Supplier's warranty: The supplier undertakes that the books and printed material to be supplied by him shall be free from material and manufacturing defects and shall be strictly in accordance with specifications/approved sample and quality. This warranty shall be valid for 30 days after date of final supply.

Clause 17: The firm/company will give immediate notice in writing to the employer of any situation arising from force majeure which makes it impracticable to carry out any of the agreed terms.

Clause 18: The following documents shall be deemed to form, and be read and construed as part of this Agreement: -

- i. Letter of Award/Supply order
- ii. Tender Documents

IN WITNESS WHEREOF the parties hereto have caused this Agreement to executed on the day and the year first before written in accordance with the respective Laws.

Signature of the Firm/Company

Signature of Procuring Agency

Name: - _____

CNIC:- _____

M/s _____

Witness No. 1

Witness No. 2

Signature:- _____

Signature:- _____

Name:- _____

Name:- _____

CNIC:- _____

CNIC:- _____