



Khyber Medical University Peshawar

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TERMS AND CONDITIONS

1. Pure Government Advertisement / Display rates duly approved by Press Information Department (PID) will be applicable.
2. For any mistake in the published Advertisement Agency concerned shall be held responsible and in case of any corrigendum published in continuation of the same mistake, Employer will not be responsible for payment of such corrigendum.
3. The Agency shall be bound to publish all kinds of Advertisements on one day notice.
4. The Agency shall provide consultancy services in print media to KMU initiatives free of cost.
5. The Agency shall provide its advertisement services at maximum discounted rate which should be mentioned in the application form.
6. The Employer shall advertise its media awareness campaign and routine advertisements in the print media directly through the agency.
7. The Agency shall not charge the employer for design of the advertisement.
8. That the Employer shall have the exclusive right to change and amend the work plan submitted by the Agency as per its requirements.
9. The special supplements, press advertisements, tenders notices, situation vacant and legal notices shall be part of print media advertisement services.
10. That all the plans, designs, concepts, soft ward and other documents submitted by the Agency shall become and remain the property of the Employer. Agency will be having no right to share it with any individual or organization.
11. That the Agency shall issue release orders to news paper for implementation and shall allow 60 days credit period to the employer for clearance of invoices.
12. The Agency shall submit invoices along with supporting documents i.e. Release Order of Advertising Agency, Tear Sheet, PID approved rate notification of the concern newspaper and copy of KMU Release Order to the Employer to facilitate process of payment.
13. That the Employer shall make all payments on deliverable basis upon submission of verified invoices and evidence of its launch and implementation within 60 days of submission of invoices.
14. That the Agency shall pay such taxes, duties, fees and other impositions as may be levied under applicable laws.

15. All payments to the Agency will be made through crossed cheque having title of that Agency & shall not be on any other head.
16. That in case of any discrepancy in the Invoices or supporting documents, the Employer shall intimate the Agency within two weeks of the receipt of Invoice.
17. That the Agency agrees that the employer, at its request, will have the right to audit the cost the Agency has charged the Employer for all services rendered including cost of publishing of final product.
18. That the Agency agrees to provide all costs information, invoices and other information related to publishing of advertisements, upon reasonable notice by Employer.
19. That the selected / short listed Agency / Firm would make an agreement / contract for three years extendable on the satisfactory performance of Agency / Firm with the Employer on a judicial stamp paper.
20. In the event of any dispute or claim arising out of or any breach hereof, the parties shall use their best effort to settle such dispute or claim. To this effect, a Party wishing to settle a dispute or claim shall provide a written notice of the dispute or claim to the other Party together with reasonable particulars thereof and the parties shall consult and negotiate with each other, in good faith and understanding of their mutual interests, and shall attempt to reach a just and equitable solution satisfactory to both Parties within thirty (30) days from the date of the aforesaid notice. However during this period the working relation to both the parties shall not be affected. Agency shall ensure not to hold any task of KMU i.e publishing advertisements etc during the period till settlement of the dispute.
21. In the event that the parties fail to arrive at an amicable settlement within the aforesaid period that issue shall then, within fifteen (15) days of the expiry of the aforesaid period of thirty (30) days, be referred to the Head of the Agency and the Registrar of the university who shall render their decision within seven (7) days of the dispute being referred to them.
22. The advertising Agencies / Firms when selected on KMU panel after completion of all codal formalities may provide an undertaking on judicial stamp paper that they will follow the laid down procedure of payment of KMU, that they are not blacklisted by any public, private or autonomous organization nor they convicted by any court of law nor any ongoing cases are pending against the agency in any court of law.
23. That the contract shall be rescinded any time in case of unsatisfactory performances shown by the Agency.
24. The Contract / Agreement shall come into effect on the date the Contract is signed by both the parties.
25. The contract shall be terminated by either party on one month prior notice.
26. All the applications will be scrutinize / evaluate by the Technical Committee.
27. Selection of the Advertising Agency / Firm by the competent authority will be final.
28. KMU reserve the right to accept / reject any/all applications without assigning any reason.

29. Issuance of advertisements to the selected Agency/Firm would be the sole authority and mandate of KMU.
30. KMU will frame a structure/system for circulation of advertisements to the selected Agencies/Firms.
31. KMU will reserve the right to issue /release advertisements directly to newspapers on need basis.
32. Description of Advertising Agency / Firm including name, registered address, telephone / fax number (s) website, e-mail address and year of establishment.
33. Registration Certificate of APNS with validity of at least 12 months from the date of contract.
34. Particulars of permanent technical staff, their qualifications, experience and the available facilities.
35. Year of APNS accreditation.
36. Valid Registration Certificate of Income Tax / GST / KPRA etc.
37. List of client and details of services offered to them during the last three years.
38. Valid documented proof of experience in public and media relations.
39. Any other information which can help KMU.
40. Choosing a newspaper (type, language etc), shall solemnly be the right of KMU. Agency has no right to edit / suggest any thing in this regard.