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## Terms of Reference

### Tender for Printing of IEC Materials for Year 2022

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PRCS invites sealed bids from technically and financially strong, experienced, reputed and registered vendors to work with us for the following item:

S. No	Description	Specification/Size	Quantity	Remarks
1	Billboard	10x20 Rented	4	Place of Billboard to be mention in bid
2	Penaflix	8x5	60	Sample mandatory
03	COVID awareness brochures	A4 double side	10,000	Designing will be the responsibility of vendor ,sample is mandatory
04	Hygiene Promotion brochures	A4 double side	10,000	Designing will be the responsibility of vendor ,sample is mandatory

Pakistan Red Crescent KPK is planning for sealed applications through courier are required at our Peshawar office by 23<sup>rd</sup> September 2022 not latter then 12.00 PM along with following supporting documents.

1. Full name, Permanent address, Telephone and Fax number and the organizational structure of the manufacturer/Supplier (inside the envelope).
2. Proof of financial soundness of the firm
3. Income Tax Registration, National Tax Number
4. Payment will be made through cheque after deduction of tax as per Govt. Laws. Rates must be inclusive of all taxes to be payable by supplier, which will be deducted at the time of final payment.
5. Rates must be inclusive of all transportation costs
6. The Vendor should supply IEC materials to PRCS PHQ Office Peshawar.
7. Rates must be valid till 60 days.
8. Delivery time line should be 5 working days after issuing/award of Purchase order.
9. Printing technology must be mentioned.

For Further details following are the details of the TOR:

#### **Ruling Language**

This document shall be executed in the English language, which shall be 'Ruling Language'. All documentation, correspondence, reports, technical data, certificates that pass between the parties shall be in English.

#### **Submission Process:**

The schedule for the contractual process is as follows:

1. Closing date for submission of Technical and Financial proposal will be by 23<sup>rd</sup> September 2022 not latter then 12.00 PM to PRCS Dabgari Gardan office Peshawar.
  2. Full proposal must be submitted in ENGLISH duly signed and along with complete requirements as listed in TOR.
  3. Technical and financial bids must be sealed in one envelop clearly mentioned the tender name "Printing of IEC Materials" at the envelop.
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## Obligations of PRCS

PRCS is obliged:

- To provide any further technical specifications for the better understanding and performance of the work.
- To pay the supplier according to the Terms of Payments as agreed and mentioned in TOR.
- For any variation of supply, the amount on extra supplies (if communicated in writing to supplier through signing authority) will be paid on the unit price quoted or will be deducted on less work vice versa.

## Obligations of the Supplier

- The supplier shall provide quotation inclusive of taxes, transportation, loading/unloading, and packaging..
- The Vendor shall keep accurate and systematic records in accordance with the Specifications.
- Payment will be made through cross cheque in name of the company and tax applicable will be deducted accordingly as per government law for taxation. No advance or mid payment will be made. Payment will be done as per fully completed the supply

### Contract Term

The Supplier commits to finish all the supplies by **agreed time period**. The Contract will automatically expire once the work has been completed and fully approved by PRCS, or once PRCS decides to terminate the Contract, if the supplier has not been able to complete the works in the agreed timeframe.

***In case of late completion, financial penalties will apply: 2% per day will be deducted.  
In case of low quality PRCS KP will not make any payment to supplier.***

### Payment Schedule:

All payments to supplier for Printing of IEC materials will be exclusively by cross cheque after deduction of applicable service tax as per government taxation law and other deductions if any.

The currency of payment is PKR. Payment shall be made on the agreed terms

### Financial Penalties:

If the supplier fails to complete the supplies within the time for completion stated in paragraph above, or any extended time allowed through written agreement from the Client, then a **penalty of 2%per day of the total budget of the Contract** for every day which shall elapse between the expiry of the aforesaid time for completion or of any extended time as provided for herein and the date of the completion of works.

The payment or deduction of such penalty shall not relieve the supplier of his obligation to complete the Contract or from any of his obligations and liabilities under this Contract

In addition to the imposition of any penalty, PRCS shall have the right to cancel the specified assignment and engage another supplier to complete the work. In such an event, the supplier shall be liable for any additional costs incurred.

## Communication between supplier and PRCS

The main contact at PRCS for any **technical issue** or questions is **PRCS PHQ KP OFFICE, by 23<sup>rd</sup> September 2022 not latter then 12.00 PM.**

### **Termination for Convenience**

If the Contract is terminated for the Client's convenience or because of a fundamental breach of Contract by the Client, the Client's authorised representative shall issue a certificate of the value of the supplies done.

### **Force Majeure**

*"Force majeure" means all events which are beyond the control of the parties to this Agreement and which are unforeseen or foreseen unavoidable, and which prevent totally or in part the performance by any party.*

If the event that any of the parties hereto finds itself unable, by reason of a case of "Force Majeure" to carry out its obligation hereunder in whole or in part, the obligations of such party, to the extent they are affected by such "Force Majeure" shall be suspended and the due date for the performance thereof shall be automatically extended without penalty, for a period equal to such suspension.

The party encountering "Force Majeure" shall promptly inform the other party in writing and shall furnish appropriate proof of the occurrence and duration of "Force Majeure". If such delay continues for a period exceeding one (1) month, then either party may terminate this Agreement immediately without further notice and without penalty. Either party affected by force majeure shall immediately inform the other party in writing. If delivery is only delayed, the Contract may be extended by an equal period upon authorization by PRCS.

### **Dispute Resolution**

If the supplier believes that a decision taken by the Client's authorised representative was either outside the authority given to the Client's authorised representative by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of the notification of the Client's authorised representative's decision.

The Adjudicator shall give a decision in writing within seven (7) days of receipt of a notification of a dispute.

Either party may refer a decision of the Adjudicator to an Arbitrator within seven (7) days of the Adjudicator's written decision. If neither party refers the dispute to Arbitration within the above seven days, the Adjudicator's decision shall become final and binding on the parties.

Should the Adjudicator resign or die, or should the Client and the supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the supplier, within seven days of receipt of such request.

The Adjudicator shall be paid by the hour at the prevailing rate, together with the reimbursable expenses of the types specified in the Contract data, and the cost shall be divided equally between the Client and the supplier, whatever decision is reached by the Adjudicator.

### **Applicable Law**

As far as possible, PRCS favours out-of-court (amicable) settlement of litigation with the supplier. When amicable settlement is not possible, arbitration will be made by relevant jurisdiction under the law and regulations of Pakistan in **Peshawar courts**.

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