

# Aror University of Arts, Architecture, Design Heritage

Tender No. NIT/AUS/PC/2024/28



## TENDER DOCUMENTS

### **GROUP HEALTH INSURANCE**

#### **Important Note:**

**Please send Technical & Financial Proposals in separate  
sealed envelopes**

Last Date for Tender Submission: December 30, 2024, up to 03:00 PM  
Date of Tender Opening : December 30, 2024, up to 03:30 PM  
Venue : Aror University, National Highway, Main Rohri,  
Bypass Sukkur

Aror University NTN # : 9033642-0

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Aror University, RCW, Rohri Bypass, Sukkur  
Ph : 071-5651900  
E-mail: [procurement.officer@aror.edu.pk](mailto:procurement.officer@aror.edu.pk)  
Website: [www.aror.edu.pk](http://www.aror.edu.pk)

## **Pre- Requisite / Eligibility Criteria to participate in this tender**

1. Health insurance Company with A+ rating or above.
2. Health Insurance Company must be registered with Income Tax & Sales Tax Department
3. Bidder may participate for **Group Health Insurance.**

## **Documents/Details Required.**

S.2 Documents should be properly signed and stamped by a competent authority.

1.2. Detail of Organization

1.3. Structure/Organizational Chart.

1.4. An affidavit to the effect that the firm has not been blacklisted by any Government/Semi Government Organization.

1.5. The Bidder/Vendor shall provide the following information with respect to its setup in Pakistan.

1.5.1. Number of Vendors offices and addresses, thereof, phone and fax numbers and e-mail address as well as names and designations of responsible persons.

1.5.2. Number of staff in Vendor's office

1.5.3. Profile of staff with relevant experience, resume and number of Customers and sites looked after /supported by each.

1.6. Emergency reporting procedure and response time in hours for positive response rectification, escalation procedures with respect to response or turnaround time in hours.

1.7. The Bidder shall provide following information with respect to its Company Profile

1.7.1. Registered Name of the Organization.

1.7.2. National Tax Number, Sales Tax Number

1.7.3. Head Office address.

1.7.4. Management structure & Organization Chart

1.7.5. Name, Address with Telephone/Telex and Fax numbers of the contact Person

1.7.6. Financial status of the Vendor's/Bidder's Organization with supporting documents and last two years annual reports.

1.7.7 provide a certificate from your bank certifying your sound financial position and credit limit from the bank.

1.7.8. List of clients and their Acceptance of deliverables, showing separately the services/coverage provided and value thereof

1.8. Aror University reserves the right to reject any or all Bids/Offer without assigning any reason or cancel the process at any time.

1.9. Aror University reserves the right to increase/decrease the quantity of items/scope of the work. Bidder has no right to challenge the decision in Court.

1.10 Documentary evidence of claims made in proposal regarding experience, relationship with principal etc.

**1.11 List of the reputable hospitals on panel in major cities of Pakistan.**

## **2. PROPOSAL SUBMISSION REQUIREMENTS**

2.1. Sealed Bid clearly marked as **“ORIGINAL”** should consist of following two separate and independent parts i.e., **1) Technical Proposal 2) Financial Proposal** and should be clearly marked as Technical Proposal/Financial Proposal in bold and affixed to each envelope at a clearly visible location.

### **2.1.1. TECHNICAL PROPOSAL**

2.1.1.1. Technical Proposal must include the complete solution proposed by the Vendor with filled-in specification sheets.

2.1.1.2. After review of the Technical Proposal, promising Vendors will be selected and may be asked to give a presentation of their proposal.

2.1.1.3. Based on the Technical Proposal and the presentations, Vendors will be selected in order of preference and their Technical Solution will be rated on a scale of 100.

2.1.1.4 the criteria considered would be as mentioned in technical evaluation criteria

2.1.1.5 Financial Proposal of only those Vendors will be considered whose Technical Proposal qualifies.

### **2.2. FINANCIAL PROPOSAL**

2.2.1. Financial Proposal will include the price quoted

2.2.2. the quoted prices must include all taxes

2.2.3. This is required for educational institution. Aror University, therefore, expects significant educational and not for profit organization discounts.

**2.2.4. No Bid shall be entertained without bid security.**

2.2.5. the bid security is required to compensate Aror University against the consequences of:

2.2.6. Subsequent unauthorized variations and/or modifications of the terms of bid.

2.2.7. Pre-mature withdrawal of the bid before the completion of the bid evaluation

2.2.8. Failure of the bidder to sign the resultant Contract, in the event of such Contract being awarded to it.

2.2.9 Proposals sent to Aror University by fax or email will not be accepted.

2.2.10 An effort by a Bidder to influence Aror University, directly or indirectly THROUGH UNFAIR MEANS may result in the rejection of Bidder's Proposal and blacklisting for any future tender of Aror University.

2.2.11. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Pak Rupees** and must clearly state all applicable taxes which must be included in quoted price.

## **S. SELECTION PROCEDURE**

Aror University intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor/Bidder who meets required standard of requirement as mentioned in this document.

## **TERMS & CONDITIONS GROUOP HEALTH INSURANCE FOR AROR UNIVERSITY**

**Aror University** is in the service of providing quality education and is desirous to obtain the Group Health Coverage for regular employees of Aror University.

1. The contract will be for a period of one year (extendable up to **one** year on mutual consent and performance) for Health Insurance.
2. All payments to be made by the Client to the successful bidder /contact winner under this tender shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc.
3. The Successful bidder shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the services provider by Aror University, any Local, Provincial or Federal Government Agency, Department or Authority.
4. Successful bidder / contract winner shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Successful bidder / contract winner in their relations with the employees and their families, of CLIENT'ssuccessful bidder / contract winners and third parties arising from this agreement and accomplishing services hereunder. Successful bidder / contract winner's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
5. The successful bidder / contract winner shall conduct his business in a professional ethical manner. The successful bidder / contract winner shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
6. Nothing in this contract shall be deemed to create an agency or an employer/employee relationship between the successful bidder / contract winner (his employees) and the client. The successful bidder / contract winner shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
7. Aror University or its representative shall have the right to check the conformity to the contract/agreement terms and conditions. Problem reporting procedure and response time in hours for compliance, escalation procedures with respect to response or turnaround time in hours must be mentioned in proposal.
8. An effort by a bidder to influence Aror University, directly or indirectly THROUGH UNFAIR MEANS may result in the blacklisting for any future tender of Aror University.
9. The Successful bidder / contact winner will provide the Health Insurance

Services for Aror University's regular employees.

10. The successful Health Insurance Company shall be bound to provide the agreed benefits and coverage as and when due. The Aror University & Successful bidder shall enter into agreement as per procedure.
11. The Contractor shall not sublet the contract to anyone else.
12. **Bid security** (Refundable) in form of Demand draft/ pay order in favor of Aror University i.e **3%** of tender amount must be attached with the proposal.
13. Successful Bidder will submit **Performance Security 10%** (Refundable) of tender amount not later than a month after award of contract.
14. 0.35% stamp duty would be furnished by the successful bidder against the amount of the value of purchase order/acceptance of bid as levied by the Government after the issuance of purchase order/letter of acceptance.
15. The Health insurance proposed package must cover Hospitalization, Maternity and Major Medical cases (Group Health Insurance).
16. Please see **Annexure A & B** for details about number of employees and group health coverage required.
17. Bids/ Proposals will be evaluated as per evaluation criteria mentioned below.
18. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Bid shall be submitted / opened on next working day at the given time.

## **EVALUATION CRITERIA FOR GROUP HEALTH INSURNACE**

### **Technical Evaluation Criteria**

<b>S. N</b>	<b>Criteria</b>	<b>Max Score</b>	<b>Remarks</b>
1	Meet Specifications/requirements mentioned in Annexure B	30	
2	Similar level projects undertaken in the last three years	5	Please do mention the year, no mention of year will be treated as older than three years
3	Valid Email address of concerned persons of Previous/Existing Organization where company has offered health insurance for feedback purpose	20	Please mention the concerned person official email address, University will get feedback directly from random sample organizations
4	Company Profile	20	
5	Quick Service provided for Authorization and in emergency through online Software or Mobile App.	10	
6	24/7 Call Centre/ Helpline to respond, serve/ support emergency cases in shortest possible time	5	
7	Leading hospitals of Sukkur city on panel i.e. 1. Hira Medical Centre Suk 2. Sukkur Blood Bank Hospital 3. Red Crescent Hospital, Sukkur 4. City Scan Hospital, Suk 5. Rangers Hospital Suk 6. River View Hospital	5	
8	6. More proposed hospitals of Pakistan in panel list	5	
	<b>Total</b>	<b>100</b>	

Note: Please attach documentary evidence in support of your claims in the technical proposal.

Note: Bidder must achieve 70 score out of 100 in technical evaluation to qualify technically for Health Insurance.

**(Signature of Bidder)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact No.** \_\_\_\_\_

**For any Query / Confusion, please email at:**

Please Contact

Name: Mr. Zaheer Aslam

Email: [procurement.officer@aror.edu.pk](mailto:procurement.officer@aror.edu.pk)

Office: Department of Procurement, Aror University



## Annexure "A"

### Number of Employees for Health Insurance

#### A. Category wise

S. N	Category	Plan	No
1	BPS-19 and above	A	18
2	BPS-17 to BPS-18	B	61
3	BPS-16 and below	C	48
<b>Grand Total</b>			<b>127</b>

**Note:** Above number of employees is tentative, the actual number may vary.

**The dependents list shall be provided at the time of contract/agreement.**

#### **Eligibility:**

- All full-time employees, actively at work up to 60 years of age with their dependents.
- Parents of all eligible employees must be covered up to 75 years of age.

#### **Note:**

1. For the comparison and contract award purposes, the rates offered against group health insurance will be compared.
2. Pre and Post hospitalization charges
3. Major dread disease OPD and Medication Claim pre-existing condition.
4. Provision for the facility of Lab test from the reputable laboratory.

## Annexure "B" Group Health Insurance Coverage

Group Health Insurance Coverage		Category-A	Category-B	Category-C
		Rs. 1,500,000	Rs. 1,000,000	Rs. 700,000
1. Hospitalization		Monthly Premium _____ for A, B & C		
	Room & Board Entitlement (Per day)	Rs. _____ or equal to Private Room Charges of Aga Khan University Hospital (Main) Karachi, whichever is higher	Rs. _____ or equal to Semi-Private Room Charges of Aga Khan University Hospital (Main) Karachi, whichever is higher	Rs. _____ or equal to Ward Charges of Aga Khan University Hospital (Main) Karachi, whichever is higher
	All Pre-Hospitalization Charges days prior to hospitalization)	Covered under Total Coverage		
	All Post-Hospitalization Charges (30 days after discharge)			
	All Operation Theatre including surgical operation charges			
	Intensive Care Unit (ICU) Charges			
	All Tests including Diagnostic Tests charges			
	Hospital Casualty Ward, Accident Treatment, Emergency Services, Ambulance Charges,			
	All Miscellaneous Hospital Expenses including medicine & other procedures. charges during hospitalization			
	<b>Day Care Surgeries &amp; Procedures (Outpatient Cover)</b>			
	All types of Day Care Surgeries & Procedures including dentistry & Eye Treatment			
	Specialized Investigation: Endoscopy, Angiography, Thallium Scan, MRI & CT- Scan			
2. Major Medical Care				
	Major Medical Care (Hepatitis A, B, C, Kidney failure, Diabetes, High Blood pressure, Heart Diseases, Thalassemia, Cancer, Major burns, COVID-19 & other epidemic diseases)			
	<i>Routine Checkup &amp; regular medicines for above Dread Diseases on the basis of special approval for reimbursement</i>			

Maternity Care		Category-A	Category-B	Category-C
1	Normal Delivery Limit (Per married female per year)	Rs.125,000	Rs.80,000	Rs. 75,000
2	Complicated/C Section Delivery Limit (Per married female per year)	Rs. 150,000	Rs. 100,000	Rs. 100,000

### **B. TURN AROUND TIME (TAT)**

Sr.	Description	Working Days
1	For policy document and health cards at inception	15 Days
2	Routine health cards for additions, deletions & plan revision	07 Days
3	Claim re-imbursement	21 Days
4	Detailed Claims Analysis on Quarterly basis	15 Days
5	Case Approval Time	07 Days

## **C-Term & Condition under Insurance**

- (1) Identification cards for covered employee shall be issued after agreement.
- (2) Pre-existing conditions (declared or un-declared) are covered up to 100% for all insured.
- (3) Major Medical care shall also include regular treatment on re-imbusement terms.
- (4) Maximum age limit for parents shall be 75 Years
- (5) The contribution shall not change due to demographical changes in proposed group.
- (6) No additional contribution shall be charged upon the addition of family member during the policy term.
- (7) New Panel Hospital shall be included on demand and need.
- (8) Intra-Ocular lens implants of premium quality and Cataract Surgery are covered.
- (9) No authorization/credit letter shall be required from the insurance company for panel hospitalization.
- (10) Payment against bill on quarterly basis shall be made subject to availability of funds, if delayed due to any reason; neither extra interest/mark up shall be paid nor shall service be discontinued.
- (11) Maternity Benefit will be under the policy and will not have different pole for each Group. It will cover following terms/condition:
  - (i) Only married employee can avail this benefits
  - (ii) Normal/Caesarean/Multiple Birth/Force/Complicated Maternity cases will be covered.
  - (iii) Pre & Post Natal Expenses including follow-up visits of patients during or after pregnancy shall be covered up to the maternity limit.
  - (iv) Miscarriage of all nature is covered. However, abortion shall not be covered.
  - (v) Circumcision should be covered for the children (Boy) including the birth of the child before the policy.

### **Important Note:**

*Group Health Insurance Coverage Category A B & C is for entire family, however, please note that ,this limit in total may be spent on one member of the family or more than one family member of the insured employee in a year. However, this limit on insurance coverage will not be divisible on the number of family members.*

**Integrity Pact**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: \_\_\_\_\_ Dated: \_\_\_\_\_  
Contract Value: \_\_\_\_\_ Contract Title \_\_\_\_\_

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] 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 or kickback, 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] 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 agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

Procuring  
Supplier/Contractor/Consultant

Agency

## **DRAFT AGREEMENT**

**THIS AGREEMENT** is made on date \_\_\_\_\_ between:

**M/s \_\_\_\_\_ (vendor name)** having presently its office at \_\_\_\_\_ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

**AND**

**AROR UNIVERSITY (CLIENT)**, a chartered institute established under the laws of Pakistan, and having its head office at Rohri Bypass ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

**AND WHEREAS** *the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.*

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. The agreement will be valid for a period commencing from \_\_\_\_\_ and ending on the completion of the Warranty/Guarantee period.

2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Aror University Sukkur any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.

## **8. Dispute Resolution**

- a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.
- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in

pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.

- c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
9. This agreement can be amended at any time during the subsistence/continuance/period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
15. The Vendor indemnify Aror University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
16. Aror University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Aror University requires and where they are to be conducted. Aror University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
18. An effort by a Vendor to influence Aror University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Aror University.
19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all



applicable taxes.

## **20. SERVICE REQUIREMENTS**

Following are the minimum requirements which the vendor/vendor for the equipment:

21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

## **22. DELIVERY & INSTALLATION**

23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.
24. Delivery period will be as communicated through emails to the vendor by client.

## **25. WARRANTY, MAINTENANCE AND ASSURANCE**

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

## **27. SERVICES**

28. Aror University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

## **29. LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**

Aror University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.

## **30. FORCE MAJEURE**

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

## **31 TERMS OF PAYMENT**

Payment of contract price shall be made in the following manner. Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be binding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. ***IN WITNESS WHEREOF*** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

\_\_\_\_\_  
**Vendor :**  
**CNIC #** \_\_\_\_\_  
**Address:** \_\_\_\_\_

\_\_\_\_\_  
**Client: For and on behalf of**  
**Aror University**

**Witnesses:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC # \_\_\_\_\_

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_

Address \_\_\_\_\_

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