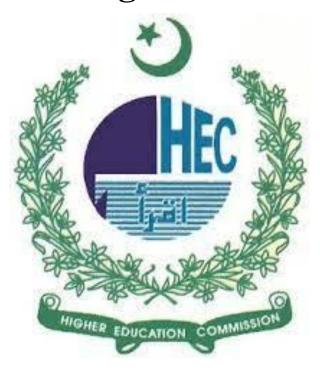
# **Bidding Document**



# TENDER FOR HIRING OF SECURITY FIRM / COMPANY FOR PROVISION OF SECURITY SERVICES AT HEC PREMISES IN ISLAMABAD, LAHORE, KARACHI, QUETTA, AND PESHAWAR

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Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

#### **Summary of Sections**

#### PART – A: BIDDING PROCEDURE & REQUIREMENTS

**Section – I:** Invitation to Bids

#### **Section – II: Instructions to Bidder (ITBs)**

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. *This Section contains provisions that are to be used without modifications*.

#### **Section – III: Bid Data Sheet (BDS)**

This Section includes provisions specific to procurement and to supplement **Section-II**. This section may be customized where option is available, in accordance with the requirements of the Higher Education Commission (HEC).

#### **Section – IV: Eligible Countries**

This Section contains information regarding eligible countries in accordance with the Policy of the Federal Government.

## Section - V: Schedule of Requirements along-with KPIs and Technical Evaluation Criteria

This Section includes the details of specifications for the services to be obtained as well as a schedule of requirements, KPIs as well as the Technical Evaluation Criteria.

#### PART – B: CONDITIONS OF CONTRACT AND CONTRACT FORMS

#### **Section – VI: General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all the contracts. This Section contains provisions that are to be used without modifications.

#### **Section – VII: Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contain clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Higher Education Commission (HEC).

#### **Section – VIII: Standard Forms**

This Section includes the standard forms for the Bid Submission, Bill of Quantities (BoQs), and Bid Security etc. These forms are to be completed and submitted by the Bidder as part of its Bid.

#### **Section – IX: Contract Forms**

This Section contains forms which, once completed, will become part of the Contract.

#### **Performance Guarantee Form**

The successful bidder 'to whom Letter of Acceptance will be issued' shall be required to furnish the Performance Guarantee along with its form.

#### **Contract / Agreement**

It contains terms and conditions on which HEC obtained services regarding Provision of Security Services at HEC Premises as well as the act of agreeing or of coming to a mutual agreement.



# **Higher Education Commission Islamabad**Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises

in Islamabad, Lahore, Karachi, Quetta, and Peshawar

# PART – A: BIDDING PROCEDURE & **REQUIREMENTS**

**SECTION – I: INVITATION TO BIDS** 



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

#### No.1(27)/2025/Services(Pur)/HEC

for

# <u>Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC</u> <u>Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar</u> Invitation to Bids

		Dated:
1.	This Invitation to Bids follows the	Procurement Notice (PN) or Procurement
	Advertisement (PA) No	for the subject Procurement which
	appeared in [insert media] vide dated [ins	ert dates of issue of PN/PA].
_		

- 2. The funds will be reserved by the Higher Education Commission (HEC) for the procurement planned during the financial year 2024-25. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for Provision of Security Services at HEC Premises.
- 3. Higher Education Commission (HEC) now invites sealed bids from well-established and reputed Security Firm / Company / Agency / Organization, holder of NOC from Ministry of Interior, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue and having Sales Tax Status as "Operative" for provision of Security Services.
- 4. The bidding shall be conducted in line with the "36(b) Single Stage Two Envelope procedure of open competitive bidding procedure" of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time) and is open to all potential bidders.
- 5. A complete set of bidding documents can be obtained from Higher Education Commission (HEC) website <a href="www.hec.gov.pk">www.hec.gov.pk</a> as well as PPRA website <a href="www.ppra.org.pk">www.ppra.org.pk</a> and EPADS Portal <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a>. The document fee @ Rs.1,000/- (One Thousand only non-refundable) shall be submitted in the form of Bank Challan/Bank Draft/Online Payment Receipts along with the bid.
- 6. The tendering process is open for all national applicants only subject to fulfilling the eligibility requirements mentioned in the respective bidding documents.
- 7. The Bidder shall fill in the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
- 8. While preparing the bidding documents, the bidders are expected to examine this document in detail. Any deficiencies in providing the information in this document may result in the rejection of a bid.
- 9. The original bid needs to be properly tied up (preferably hard or spiral binding) as per following:
  - a. The Bid shall comprise two envelopes submitted simultaneously, one is called the Technical Proposal and the other is Financial Proposal having clear marking as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid any confusion. Both envelopes to be enclosed together in an Outer Single Envelope called the Bid bearing words "CONFIDENTIAL" and "BIDDING DOCUMENT FOR "TENDER FOR HIRING OF SECURITY FIRM / COMPANY FOR PROVISION OF SECURITY SERVICES AT HEC PREMISES IN ISLAMABAD, LAHORE, KARACHI, QUETTA, AND PESHAWAR". If the envelopes are not prepared or marked as per aforementioned guidelines, Higher



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

Education Commission (HEC) shall take no responsibility for the misplacement / premature opening of the bidding document whatsoever.

- 10. All the Technical Bids (Technical Proposals) must be accompanied by a Bid Security from a scheduled bank in the form of Bank Draft or Pay Order in the amount of **Rs.500,000/-(Rupees Five Hundred Thousand only)** drawn in favour of Higher Education Commission (HEC).
- 11. The bidding document must be delivered to the address mentioned below as well as upload on PPRA-EPADS portal before 1330 hrs (01:30 pm) on 11<sup>th</sup> February, 2025. It is mandatory to submit the bid in physical form at HEC as well as upload on PPRA-EPADS.
- 12. Late or incomplete bids shall be rejected and shall not be entertained whatsoever.
- 13. The **technical bids along-with the bid security** will be opened physically as well as electronically (PPRA-EPADS) at <u>1400 hrs (02:00 pm) on 11<sup>th</sup> February, 2025</u> thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the Mural Hall, Ground Floor, Auditorium Block, Higher Education Commission (HEC), Sector H-9, Islamabad.
- 14. The bidder(s) shall bear all the costs/expenses associated with the preparation and submission of physical bid and the Higher Education Commission (HEC) shall in no case be responsible or liable for those costs/expenses regardless of the conduct or outcome of the bidding process.
- 15. Delays in the mail or courier, delays of person in transit, or delivery of the physical bid to the wrong office shall not be accepted as an excuse for failure to deliver the bid at the proper place and time.
- 16. It shall be the bidders' responsibility to determine the manner in which timely delivery of the physical bid will be accomplished either in person, by messenger or by surface mail and electronically on PPRA-EPADS (Physically and Electronically both modes are mandatory).
- 17. Only the technically qualified bidders shall be entitled to participate in further procurement proceedings, i.e. the opening of the Financial Bids.
- 18. A formal contract / agreement on stamp paper comprising of six leaves having worth Rs.100/- (Rupees One Hundred each leaf) shall be executed between the Higher Education Commission (HEC) and the Successful Bidder initially for a period of one year, which will be extendable on annual basis upto maximum of three years on same rates as well as same terms and conditions basis.

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**SECTION – II: INSTRUCTION TO BIDDERS (ITBs)** 



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

#### A. Introduction

#### 1. Scope of Application

1.1. The Higher Education Commission (HEC), as indicated in the Bid Data Sheet (BDS) invites Bids for Provision of Security Services at HEC Premises as specified in the BDS and **Section – V**. The successful Bidder will be expected for Provision of Security Services at HEC Premises within the specified period and timeline(s) as stated in the BDS.

#### 2. Source of Funds

2.1. Higher Education Commission (HEC) Budget head "Security".

#### 3. Eligible Bidders

- 3.1. A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan.
- 3.2. All the pages of bid may be signed and stamped by the Bidder.
- 3.3. The invitation for Bids is open to all prospective Security Firm / Company / Agency / Organization subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
- 3.4. Foreign Security Firm / Company / Agency / Organization / Bidders are not allowed to participate in this procurement.
- 3.5. A Bidder who have no conflict of interest.
- 3.6. Bidders shall provide to the Higher Education Commission (HEC) evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- 3.7. Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Higher Education Commission (HEC), as the Higher Education Commission (HEC) shall reasonably request.

#### 4. Ineligible Bidders

- 4.1. A Bidder may be ineligible if:
  - (a) the bidder has conflict of interest.
  - (b) the bidder submits more than one Bid in this Bidding process.
  - (c) the bidder is declared bankrupt or, in the case of company or firm, insolvent;
  - (d) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;
  - (e) legal proceedings are instituted against such Bidder(s) involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - (f) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
  - (g) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

- (h) The bidder is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
- (i) The bidder whose contract with Higher Education Commission (HEC) or any other Department / Organization etc. has been terminated due to any reason, at any stage.
- (j) Bidders having Joint venture, consortium.
- (k) Bidders belongs to ineligible countries.

#### 5. Conflict of Interest

- 5.1. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - (a) are associated or have been associated in the past, directly, or indirectly with a firm or any of its affiliates which have been engaged by the Higher Education Commission (HEC) to provide consulting services for the preparation of the design, specifications, and other documents to be used for procurements of the services to be acquired under this Invitation for Bids.
  - (b) have controlling shareholders in common; or
  - (c) receive or have received any direct or indirect subsidy from any of them; or
  - (d) have the same legal representative for purposes of this Bid; or
  - (e) have a relationship with each other, directly or
  - (f) through common third parties, that puts them in a position to have access to information about or
  - (g) influence on the Bid of another Bidder, or influence the decisions of the Higher Education Commission (HEC) regarding this Bidding process; or

#### 6. Eligible Services

- 6.1. All services to be provided under the contract shall have their origin and sources in eligible countries, and all expenditures made under the contract will be limited to such services. For the purpose of this Bid, eligible countries are stated in **Section IV**.
- 6.2. For purposes of this Clause, "origin" means the place from where the related services are to be supplied.

#### 7. One Bid per Bidder

- 7.1. A bidder shall submit only one Bid, in this bidding process in any arrangement.
- 7.2. In this Bidding process, none of the bidder can be a subcontractor while submitting a Bid individually or as a member of a joint venture.
- 7.3. A bidder cannot participate as a sub-contractor in this bidding process.

#### 8. Cost of Bidding

8.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Higher Education Commission (HEC) shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **B. BIDDING DOCUMENTS**

#### 9. Contents of Bidding Documents

9.1. The services required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

Documents which should be read in conjunction with any addenda issued in accordance with **ITB 12.2** include:

**Section – I:** Invitation to Bids

**Section – II:** Instructions to Bidders (ITBs)

**Section – III:** Bid Data Sheet (BDS) **Section – IV:** Eligible Countries

**Section – V:** Schedule of Requirements along-with KPIs and Technical Evaluation

Criteria

Section – VI: General Conditions of Contract (GCC)
Section – VII: Special Conditions of Contract (SCC)

**Section – VIII:** Standard Forms

**Section – IX:** Contract / Agreement

- 9.2. The number of copies to be completed and returned with the Bid is specified in the BDS.
- 9.3. Delays in the mail or courier, delays of person in transit, or delivery of the package to the wrong office shall not be accepted as an excuse for failure to deliver the bid at the proper place and time. It shall be the bidders' responsibility to determine the manner in which timely delivery of the bid will be accomplished either in person, by messenger or by surface mail.
- 9.4. The Higher Education Commission (HEC) is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Higher Education Commission (HEC), or the signed pdf version downloaded from the website of the Higher Education Commission (HEC). However, Higher Education Commission (HEC) shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
- 9.5. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.

#### 10. Clarification of Bidding Documents

- 10.1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Higher Education Commission (HEC) in writing or in electronic form that provides record of the content of communication at the Higher Education Commission (HEC)'s address indicated in the BDS. The deadline for seeking clarification will be 6<sup>th</sup> February, 2025 till 16:00 hrs.
- 10.2. The Higher Education Commission (HEC) will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than five (05) days (on or before 6<sup>th</sup> February, 2025 till 16:00 hrs) prior to the deadline for the submission of Bids as prescribed in **ITB 26.1**.
- 10.3. Copies of the Higher Education Commission (HEC)'s response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source.
- 10.4. Should the Higher Education Commission (HEC) deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 12**.



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

#### 11. Pre-Bid Meeting

- 11.1. If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, Deliverables, KPIs & the Evaluation Criteria, or any other aspects of the Bidding Documents.
- 11.2. Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Higher Education Commission (HEC) exclusively through the use of an Addendum pursuant to **ITB 11**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

#### 12. Amendment of Bidding Documents

- 12.1. Before the deadline for submission of Bids, the Higher Education Commission (HEC) for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- 12.2. Any addendum issued including the notice of any extension of the deadline will be part of the Bidding Documents pursuant to **ITB 9.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Higher Education Commission (HEC). The Higher Education Commission (HEC) shall promptly publish the Addendum at the Higher Education Commission (HEC)'s web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
- 12.3. To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Higher Education Commission (HEC) may, at its discretion, extend the deadline for the submission of Bids:

  Provided that the Higher Education Commission (HEC) shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.

#### C. PREPARATION OF BIDS

#### 13. Language of Bid

13.1. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Higher Education Commission (HEC) shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.



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#### 14. Documents and Sample(s) Constituting the Bid

- 14.1. The Bid prepared by the Bidder shall constitute the following components:
  - (a) Form of Bid and Bid Prices completed in accordance with **ITB 17** and **ITB 18**;
  - (b) Details of the Sample(s) where applicable and requested in the BDS.
  - (c) Documentary evidence established in accordance with **ITB 17** that the Bidder is eligible and/or qualified for the subject bidding process;
  - (d) Documentary evidence established that the Bidder has been authorized to deliver the services in Pakistan, where required.
  - (e) Documentary evidence established that the services to be provided by the Bidder are eligible and services, and conform to the Bidding Documents;
  - (f) Bid security furnished in accordance with **ITB 20**;
  - (g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and
  - (h) Any other document required in the BDS as per following checklist:
- 14.2. Where a sample(s) is required by a Higher Education Commission (HEC), the sample shall be:
  - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS;
  - (b) carriage paid;
  - (c) received on, or before, the closing time and date for the submission of bids; and
  - (d) evaluated to determine compliance with all characteristics listed in the BDS.
- 14.3. The Higher Education Commission (HEC) shall retain the sample(s) of the successful Bidder. The Higher Education Commission (HEC) shall reject the Bid if the sample(s):
  - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
  - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- 14.4. Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the services being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- 14.5. Samples made up from materials supplied by a Higher Education Commission (HEC) shall not be returned to a Bidder nor shall a Higher Education Commission (HEC) be liable for the cost of making them.
- 14.6. All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Higher Education Commission (HEC) till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

# 15. Documents Establishing Eligibility of Services & Conformity to Bidding Documents

- 15.1. Pursuant to **ITB 14**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all services which the Bidder proposes to deliver.
- 15.2. The documentary evidence of conformity of the services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:



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- (a) a detailed description of the essential technical specifications and performance characteristics of the services;
- (b) an item-by-item commentary on the Higher Education Commission (HEC)'s Technical Specifications demonstrating substantial responsiveness of the Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- (c) any other procurement specific documentation requirement as stated in the BDS.
- 15.3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices, necessary for the proper and continuing functioning of the services during the period specified in the BDS following commencement of the utilization of the services by the Higher Education Commission (HEC).
- 15.4. For purposes of the commentary to be furnished pursuant to **ITB 15.2(c)** above, the Bidder shall note that standards for workmanship and service mentioned by the Higher Education Commission (HEC) in its Technical Specifications, are intended to be descriptive and the sample services 'demonstrates by the bidder' needs to satisfy the Higher Education Commission (HEC)'s requirements and the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 15.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

#### 16. Documents Establishing Eligibility and Qualification of the Bidder

- 16.1. Pursuant to **ITB 14**, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
- 16.2. The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Higher Education Commission (HEC) that the Bidder, at the time of submission of its bid, is from an eligible country as defined in **Section IV** titled as "Eligible Countries".
- 16.3. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Higher Education Commission (HEC) that:
  - (a) in the case of a Bidder offering to deliver services under the contract which the Bidder did not capable of or otherwise provide, the Bidder needs to get the authorization by the Service Provider to deliver the services;
  - (b) The Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, and meets the qualification criteria specified in BDS.
  - (c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

#### 17. Form of Bid

17.1. The Bidder shall fill in the Forms of Bid furnished in the Bidding Documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

#### 18. Bid Prices

18.1. The Bid Prices and discounts quoted by the Bidder in the Forms of Bid and in the Price Schedules shall conform to the requirements specified below exclusively mentioned hereafter in the bidding documents.



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- 18.2. All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
- 18.3. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

#### Provided that:

- (a) where there is only one (substantially) responsive bidder, or
- (b) where there is provision for alternate proposals and the respective items are not listed in the other bids.

The Higher Education Commission (HEC) may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

- 18.4. The Bid price to be quoted in the Form of Bid shall be the total price of the Bid, excluding any discounts offered.
- 18.5. The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the services it proposes to provide under the contract.
- 18.6. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to **ITB 32**.
- 18.7. If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.

#### 19. Bid Currencies

- 19.1. Prices shall be quoted in the following currencies:
  - (a) For services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.
- 19.2. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency i.e. PKR (as specified in the bidding documents). The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

#### 20. Bid Validity Period

- 20.1. Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Higher Education Commission (HEC). A Bid valid for a shorter period shall be rejected by the Higher Education Commission (HEC) as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security.
- 20.2. Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Higher Education Commission (HEC) may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of



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initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITB 21** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder agreeing to the request will not be required nor permitted to modify its Bid but will be required to extend the validity of its Bid Security for the period of the extension, and in compliance with **ITB 21** in all respects.

#### 21. Bid Security

- 21.1. Pursuant to **ITB 14**, unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the Higher Education Commission (HEC) and in the amount and currency specified as specified in the BDS in the format provided in **Section VIII (Standard Forms)**.
- 21.2. The Bid Security is required to protect the Higher Education Commission (HEC) against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 21.9**.
- 21.3. The Bid Security shall be denominated in the local currency, and it shall be in the form specified in the BDS which shall be in any of the following:
  - (a) Bank Draft or Pay Order from a Scheduled Bank drawn in favour of Higher Education Commission (HEC) 'as mentioned in the Bidding Documents' and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended.
  - (b) In either case, the form must include the complete name of the Bidder;
  - (c) No other form of bid security will be acceptable.
- 21.4. The Bid Security shall be in accordance with the Form of the Bid Security included in **Section VIII (Standard Forms)** as approved by the Higher Education Commission (HEC) prior to the Bid submission.
- 21.5. The Bid Security shall be payable promptly upon written demand by the Higher Education Commission (HEC) in case any of the conditions listed in **ITB 21.9** are invoked.
- 21.6. Any Bid not accompanied by a Bid Security in accordance with **ITB 14** shall be rejected by the Higher Education Commission (HEC) as non-responsive, pursuant to **ITB 32**.
- 21.7. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Higher Education Commission (HEC) pursuant to **ITB 21**. The Higher Education Commission (HEC) shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:
  - (a) the expiry of the Bid Security;
  - (b) the entry into force of a procurement contract and the provision of a performance guarantee, for the performance of the contract if such a security is required by the Biding documents;
  - (c) the rejection by the Higher Education Commission (HEC) of all Bids;
  - (d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted.



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- 21.8. The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to **ITB 45** and furnishing the performance guarantee, pursuant to **ITB 46**.
- 21.9. The Bid Security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its Bid during the period of Bid Validity as specified by the Higher Education Commission (HEC), and referred by the bidder on the Form of Bid except as provided for in **ITB 21.2**; or
    - (ii) does not accept the correction of errors pursuant to ITB 34; or
  - (b) in the case of a successful Bidder, if the Bidder fails:
    - (i) to accept the offer for award of contract;
    - (ii) to sign the contract in accordance with ITB 45; or
    - (iii) to furnish performance guarantee in accordance with ITB 45.
- 21.10. Bid Security needs to be enclosed in the envelope along-with the Technical Bid.

#### 22. Alternative Bids by Bidders

- 22.1. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the BDS. If so allowed, **ITB 22.2** shall prevail.
- 22.2. When an alternative schedule for provision of services is explicitly invited, a statement of that effect will be included in the BDS as will the method for evaluating different schedules for provision of services.
- 22.3. If so, allowed in the BDS, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Higher Education Commission (HEC), including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Higher Education Commission (HEC).

#### 23. Withdrawal, Substitution, and Modification of Bids

- 23.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
- 23.2. Bids requested to be withdrawn in accordance with **ITB 23.1** shall be returned unopened to the Bidders.

#### 24. Format and Signing of Bid

- 24.1. The Bidder shall prepare the original Bid as indicated in the BDS, clearly marking each "ORIGINAL". In the event of any discrepancy, the original bid shall prevail.
- 24.2. The original Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the



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Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, may be initialed by the person or persons signing the Bid.

24.3. Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

#### D. SUBMISSION OF BIDS

#### 25. Sealing and Marking of Bids

- 25.1. **In case of Single Stage Two Envelope Procedure**, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes are to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
  - (a) The bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
  - (b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in **ITB 25.2**.
- 25.2. The inner and outer envelopes shall:
  - (a) be addressed to the Higher Education Commission (HEC) at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to **ITB 26.1**.
  - (c) In addition to the identification required in **ITB 25.2** hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause **ITB 27**.
- 25.3. If all envelopes are not sealed and marked as required by **ITB 25** or incorrectly marked, the Higher Education Commission (HEC) will assume no responsibility for the misplacement or premature opening of Bid.

#### 26. Deadline for Submission of Bid

- 26.1. Bids shall be received by the Higher Education Commission (HEC) at the address as per **BDS 25** not later than the date and time specified as per **BDS 26**.
- 26.2. The Higher Education Commission (HEC) may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with **ITB 12**, in which case all rights and obligations of the Higher Education Commission (HEC) and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

#### 27. Late Bids

- 27.1. The Higher Education Commission (HEC) shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 26**.
- 27.2. Any Bid received by the Higher Education Commission (HEC) after the deadline for submission of Bids shall be declared late, recorded, rejected, and returned unopened to the Bidder.



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#### 28. Withdrawal of Bids

- 28.1. A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid is received by the Higher Education Commission (HEC) prior to the deadline for submission of Bids.
- 28.2. A revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred to in **ITB 25**.

#### E. OPENING AND EVALUATION OF BIDS

#### 29. Opening of Bids

- 29.1. The Higher Education Commission (HEC) shall open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance.
- 29.2. In case of sudden Public holiday on bid opening day, the bid will be opened on next working day at the same time as given in the advertisement.
- 29.3. First, envelopes marked "WITHDRAWAL" shall be opened, read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 29.4. Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 29.5. Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- 29.6. In case of Single Stage Two Envelope Procedure, the Higher Education Commission (HEC) will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in the custody of the Higher Education Commission (HEC) until the specified time of their opening.
- 29.7. The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
  - (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a Bid Security, if required; and
  - (d) Any other details as the Higher Education Commission (HEC) may consider appropriate.



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- 29.8. Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- 29.9. Bidders are advised to send in a representative with knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Higher Education Commission (HEC) against any claim or failure to read out the correct information contained in the Bidder's Bid.
- 29.10. No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **ITB 27**.
- 29.11. The Higher Education Commission (HEC) shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security.
- 29.12. The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
- 29.13. A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
- 29.14. In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the Higher Education Commission (HEC), 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 non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.

#### 30. Confidentiality

- 30.1. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
- 30.2. Any effort by a Bidder to influence the Higher Education Commission (HEC) processing of Bids or award decisions may result in the rejection of its Bid.
- 30.3. Notwithstanding **ITB 30.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Higher Education Commission (HEC) on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

#### 31. Clarification of Bids

31.1. To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Higher Education Commission (HEC) may ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Higher Education Commission (HEC) shall not be considered.



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- 31.2. The request for clarification and the response shall be in writing or in electronic forms that provide a record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted.
- 31.3. The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid:
  - (a) evaluation & qualification criteria;
  - (b) required scope of work or specifications;
  - (c) all securities requirements;
  - (d) tax requirements;
  - (e) terms and conditions of bidding documents;
  - (f) change in the ranking of the bidder;
- 31.4. From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Higher Education Commission (HEC) on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### 32. Preliminary Examination of Bids

- 32.1. Prior to the detailed evaluation of Bids, the Higher Education Commission (HEC) will determine whether each Bid:
  - (a) meets the eligibility criteria defined in **ITB 3**;
  - (b) and **ITB 4**;
  - (c) has been prepared as per the format and contents defined by the Higher Education Commission (HEC) in the Bidding Documents;
  - (d) has been properly signed.
  - (e) is accompanied by the required securities; and
  - (f) is substantially responsive to the requirements of the Bidding Documents.

The Higher Education Commission (HEC)'s determination of a Bid's responsiveness will be based on the contents of the Bid itself.

- 32.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that:-
  - (a) affects in any substantial way the scope, quality, or performance of the Services;
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Higher Education Commission (HEC)'s rights or the Bidders obligations under the Contract: or
  - (c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 32.3. The Higher Education Commission (HEC) will confirm that the documents and information specified under **ITB 14**, **ITB 15** and **ITB 16** have been provided in the Bid. If any of these documents or information is missing or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.
- 32.4. The Higher Education Commission (HEC) may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**Explanation:** A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or



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variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Higher Education Commission (HEC) either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Higher Education Commission (HEC). Examples of minor informalities or irregularities include failure of a bidder to:

- (a) Submit the number of copies of signed bids required by the invitation;
- (b) Furnish required information concerning the number of its employees;
- (c) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.
- 32.5. Provided that a Technical Bid is substantially responsive, the Higher Education Commission (HEC) may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.6. Provided that a Technical Bid is substantially responsive, the Higher Education Commission (HEC) shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
- 32.7. If a Bid is not substantially responsive, it will be rejected by the Higher Education Commission (HEC) and may not subsequently be evaluated for complete technical responsiveness. The Bids will be treated as non-responsive, if it will be provided with:
- 32.7.1. Incomplete information;
- 32.7.2. Subjective, conditional and partial offers;
- 32.7.3. Received without affidavit to the effect that the firm has not been blacklisted and is not in litigation with any Public or Private sector Organization/Department etc.;
- 32.7.4. Received without NTN and GST certificates;
- 32.7.5. Package received without Financial Bid;
- 32.7.6. Package received with opened Financial bid;
- 32.7.7. Package received without earnest money / bid security money;
- 32.7.8. Prices quoted by the Bidder with subject to variation in amount or on any other account.

#### 33. Examination of Terms and Conditions; Technical Evaluation

- 33.1. The Higher Education Commission (HEC) shall examine the Bid to confirm that all terms and conditions specified in the GCC, and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2. The Higher Education Commission (HEC) shall evaluate the technical aspects of the Bid submitted in accordance with ITB 14 & Section V Sub Section "Technical Evaluation Criteria", to confirm that all requirements specified in Section V Sub



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**Section "Schedule of Requirements"** have been met without material deviation or reservation.

33.3. If after the examination of the terms and conditions and the technical evaluation, the Higher Education Commission (HEC) determines that the Bid is not substantially responsive in accordance with **ITB 32**, it shall reject the Bid.

#### **34.** Correction of Errors

- 34.1. Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - (a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Higher Education Commission (HEC) there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub totals shall prevail, and the total shall be corrected; and
  - (c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - (d) Where there is a discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred to in Price Schedule shall be treated as correct subject to elimination of other errors.
- 34.2. The amount stated in the Bid will be adjusted by the Higher Education Commission (HEC) in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited in accordance with **ITB 21.9**.

#### 35. Conversion to Single Currency

- 35.1. To facilitate evaluation and comparison, the Higher Education Commission (HEC) will convert all Bid prices expressed into the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency i.e. PKR as specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of ) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
- 35.2. The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified as per **BDS 17**.

#### **36.** Evaluation of Bids

- 36.1. The Higher Education Commission (HEC) shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 32**.
- 36.2. In evaluating the Technical Proposal of each Bid, the Higher Education Commission (HEC) shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
- 36.3. The Higher Education Commission (HEC)'s evaluation of a Bid will take into account:



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- (a) in the case of services available in Pakistan, Income Tax, General Sales Tax, and other similar/applicable taxes, which will be payable on the services if a contract is awarded to the Bidder;
- 36.4. In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with **ITB 18.1**, take account of one or more of the following factors as specified in the BDS, and quantified in **ITB 32.5**:
  - (a) delivery schedule offered in the Bid;
  - (b) other specific criteria indicated in the TBS and/or in the Technical Specifications
- 36.5. For factors retained in BDS, pursuant to **ITB 36.4** one or more of the following quantification methods will be applied, as detailed in the BDS:
  - (a) Delivery schedule.

The Higher Education Commission (HEC) requires that the services under the Invitation for Bids shall be provided at the time specified in the Schedule of Requirements.

- (b) Deviation in payment schedule
  - (i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Higher Education Commission (HEC) may consider the alternative payment schedule offered by the selected Bidder.

OR

- (ii) The SCC stipulates the payment schedule offered by the Higher Education Commission (HEC). If a Bid deviates from the schedule and if such deviation is considered acceptable to the Higher Education Commission (HEC), the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.
- (c) Operating and maintenance costs

The costs for provision of services will be evaluated in accordance with the criteria specified in the BDS or in the Technical Specifications.

- (d) Specific additional criteria
  - Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the BDS and/or the Technical Specifications.
- 36.6. If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the BDS.

#### **37.** Domestic Preference

37.1. If the BDS specifies, the Higher Education Commission (HEC) will grant a margin of preference to certain services in line with the rules, regulations, regulatory guides, or instructions issued by the Authority from time to time.



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#### 37.2. Determination of Most Advantageous Bid

- 37.3. The Higher Education Commission (HEC) may adopt the Quality & Cost Based Selection Technique due to the following two reasons:
  - (a) Where the Higher Education Commission (HEC) knows about the main features, usage, and output of the services; however not clear about the complete features, technical aspects, and proper functionalities of the services to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or
  - (b) Where the Higher Education Commission (HEC), in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the services: In such cases, the Higher Education Commission (HEC) may allocate certain weightage to these factors as a part of Evaluation Criteria and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.

#### 38. Post-qualification of Bidder and/or Abnormally Low Financial Proposal

- 38.1. After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Higher Education Commission (HEC) shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS.
  - In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.
- 38.2. Where the Bid price is considered to be abnormally low, the Higher Education Commission (HEC) shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply:
  - (a) The Higher Education Commission (HEC) may reject a Bid if the Higher Education Commission (HEC) has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract;
  - (b) Before rejecting an abnormally low Bid the Higher Education Commission (HEC) shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low;
  - (c) The decision of the Higher Education Commission (HEC) to reject an abnormally low bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned;
  - (d) The Higher Education Commission (HEC) shall not incur any liability solely by rejecting abnormally Bid; and
  - (e) An abnormally low Bid means, in the light of the Higher Education Commission (HEC)'s estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit.



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Guidance for Higher Education Commission (HEC):

In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

- (i) Comparing the bid price with the cost estimate;
- (ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and
- (iii) Comparing the bid price with prices paid in similar contracts in the recent past either government or development partner funded.
- 38.3. The Higher Education Commission (HEC) will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 16.3**.
- 38.4. The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 16.3**, as well as such other information as the Higher Education Commission (HEC) deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
- 38.5. The Higher Education Commission (HEC) may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract.
  - **Explanation:** The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance, and margin of profit etc.
- 38.6. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Higher Education Commission (HEC) will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

#### F. AWARD OF CONTRACT

#### 39. Criteria of Award

- 39.1. Subject to **ITB 39** and **ITB 41**, the Higher Education Commission (HEC) will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder based upon quality and cost-based criteria, provided that such Bidder has been determined to be:
  - (a) eligible in accordance with the provisions of **ITB 3**;
  - (b) is determined to be qualified to perform the Contract satisfactorily; and
  - (c) Successful negotiations have been concluded, if any.

#### 40. Negotiations

- 40.1. Negotiations may be undertaken with the Most Advantageous Bid relating to the following areas:
  - (a) a minor alteration to the technical details of the statement of requirements;
  - (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents;



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- (c) increase of quantities to fulfil the sudden requirements of the Higher Education Commission (HEC);
- (d) a minor amendment to the special conditions of Contract;
- (e) finalizing payment arrangements;
- (f) delivery arrangements;
- (g) the methodology for provision of related services; OR
- (h) clarifying details that were not apparent or could not be finalized at the time of Bidding;
- 40.2. Where negotiation fails to result into an agreement, the Higher Education Commission (HEC) may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Higher Education Commission (HEC) shall not reopen earlier negotiations.

#### 41. Higher Education Commission (HEC)'s Right to reject Any or All Bids

- 41.1. Notwithstanding **ITB 40**, the Higher Education Commission (HEC) reserves the right to reject any or all the bid(s), or to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s). However, the Authority (i.e. PPRA) may call from the Higher Education Commission (HEC) for the justification of those grounds.
- 41.2. The Higher Education Commission (HEC) shall upon request communicate to any or all Bidder(s) the grounds for its rejection of its Bids but is not required to justify those grounds.

#### 42. HEC's Right to Increase or Decrease Quantities

42.1. The Higher Education Commission (HEC) reserves the right to increase or decrease the quantity of staff or related services originally specified in these Bidding Documents (schedule of requirements) without any change in the unit price or other terms and conditions of the Bid and the Bidding Documents.

#### 43. Notification of Award

- 43.1. Prior to the award of the contract, the Higher Education Commission (HEC) shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
- 43.2. Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Higher Education Commission (HEC) prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Award Letter will state the sum that the Higher Education Commission (HEC) will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
- 43.3. In response to the award letter, issued by the Higher Education Commission (HEC), the selected Security Firm / Company / Agency / Organization shall be bound to communicate its acceptance along-with the provision of Performance Guarantee within fifteen days.
- 43.4. The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with **ITB 46** and signing of the contract in accordance with **ITB 45.2**.
- 43.5. Upon the successful Bidder's furnishing of the performance guarantee pursuant to **ITB 46**, the Higher Education Commission (HEC) will promptly notify each unsuccessful Bidder,



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the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to **ITB 21.7**.

#### 44. Signing of Contract

- 44.1. Promptly after notification of award, Higher Education Commission (HEC) shall send the successful Bidder the draft contract / agreement (copy already available in the bidding document), incorporating all terms and conditions as agreed by the parties to the contract.
- 44.2. The formal contract / agreement on stamp paper comprising of six leaves having worth Rs.100/- (Rupees One Hundred each leaf) shall be executed between the Higher Education Commission (HEC) and the Successful Bidder initially for a period of one (01) year with a probation period of initial three (03) months. This contract period may be extended on annual basis upto maximum of three years on same rates as well as same terms and conditions basis.
- 44.3. Immediately after the Redressal of grievance by the GRC (if required), and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder, and the Higher Education Commission (HEC) shall sign the contract.
- 44.4. Where no formal signing of a contract is required, the purchase order issued to the bidder shall be construed to be the contract.

#### 45. Performance Guarantee

- 45.1. After the receipt of the Letter of Acceptance, the Successful Bidder, within the specified time, shall deliver to the Higher Education Commission (HEC) a Performance Guarantee in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
- 45.2. If the Performance Guarantee is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:
  - (a) Bank Draft from a Scheduled bank in favour of Higher Education Commission
  - (b) Pay Order from a Scheduled bank in favour of Higher Education Commission
- 45.3. Any Performance Guarantee submitted shall be enforceable in Pakistan.
- 45.4. The proceeds of the Performance Guarantee shall be payable to the Higher Education Commission (HEC) as a compensation for any loss resulting from the Successful bidder's failure to complete its obligations under the Contract.
- 45.5. Failure of the successful Bidder to comply with the requirement of **ITB 46.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the 100% Bid Security in favour of Higher Education Commission (HEC). Moreover, the matter of respective Bidder will be proceeded for blacklisting purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(51) "Mechanism of Blacklisting" as well as it will be reported to PPRA with reference to the Rule 19 of PPRA Rules. Furthermore, the offer for award of contract will be given to the next ranked bidder to get the work done at the risk and cost of the 1st bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.
- 45.6. In case the Successful Bidder accept the offer for award of contract and deposited the performance guarantee amount in HEC account but fails to sign the Contract Agreement, the bid security shall be released in favour of respective Bidder; however, 100% performance guarantee amount shall be forfeited in favour of HEC. Moreover, the matter



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of respective Bidder will be proceeded for blacklisting purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(51) "Mechanism of Blacklisting" as well as it will be reported to PPRA with reference to the Rule 19 of PPRA Rules. Furthermore, the offer for award of contract will be given to the next ranked bidder to get the work done at the risk and cost of the 1<sup>st</sup> bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.

- 45.7. In case of contract termination due to any reason, either during the probation period or after the probation period, the 100% performance guarantee amount 'submitted by the Successful Bidder' shall be forfeited in favour of Higher Education Commission (HEC). Moreover, the matter of respective Bidder will be proceeded for blacklisting purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(51) "Mechanism of Blacklisting" as well as it will be reported to PPRA with reference to the Rule 19 of PPRA Rules. Furthermore, the offer for award of contract will be given to the next ranked bidder to get the work done at the risk and cost of the 1st bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.
- 45.8. The Performance Guarantee will be discharged by the Higher Education Commission (HEC) and returned to the Successful Bidder at the earliest not later than sixty (60) days following the date of completion of the Successful Bidder's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

#### 46. Advance Payment

46.1. The advance payment shall not be provided in any case.

#### 47. Arbitrator

- 47.1. The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.
- 47.2. After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

#### 48. Corrupt & Fraudulent Practices

48.1. Higher Education Commission (HEC) (including beneficiaries of Government funded projects and procurement) as well as Bidders / Security Firm / Company / Agency / Organization / Suppliers / Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

# G. GRIEVANCE REDRESSAL & COMPLAINT REVIEW MECHANISM

#### 49. Constitution of Grievance Redressal

49.1. Higher Education Commission (HEC) shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of the Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement.



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#### 50. GRC Procedure

- 50.1. Any party can file its written complaint against the eligibility parameters, or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
- 50.2. Any Bidder feeling aggrieved by any act of the Higher Education Commission (HEC) after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
- 50.3. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- 50.4. In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.
- 50.5. The GRC, in both cases, shall investigate and decide upon the complaint within ten days of its receipt.
- 50.6. Any bidder or the Higher Education Commission (HEC) not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
- 50.7. The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
- 50.8. The committee shall call the record from the concerned Higher Education Commission (HEC) or the GRC as the case may be, and the same shall be provided within prescribed time.
- 50.9. The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
- 50.10. The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.

#### H. MECHANISM OF BLACKLISTING

#### 51. Mechanism of Blacklisting

- 51.1. The Higher Education Commission (HEC) shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder, or contractor who either:
  - i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
  - ii. Fails to perform his contractual obligations; and
  - iii. Fails to abide by the bid securing declaration;
- 51.2. The show cause notice shall contain:
  - (a) precise allegation, against the bidder or contractor;
  - (b) the maximum period for which the Higher Education Commission (HEC) proposes to debar the bidder or contractor from participating in any public procurement of the Higher Education Commission (HEC); and
  - (c) the statement, if needed, about the intention of the Higher Education Commission (HEC) to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.



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- 51.3. The Higher Education Commission (HEC) shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice.
- 51.4. In case, the bidder or contractor fails to submit written reply within the requisite time, the Higher Education Commission (HEC) may issue notice for personal hearing to the bidder or contractor/authorize representative of the bidder or contractor and the Higher Education Commission (HEC) shall decide the matter on the basis of available record and personal hearing, if availed.
- 51.5. In case the bidder or contractor submits a written reply to the show cause notice, the Higher Education Commission (HEC) may decide to file the matter or direct issuance of a notice to the bidder or contractor for a personal hearing.
- 51.6. The Higher Education Commission (HEC) shall give a minimum of seven days to the bidder or contractor for appearance before the specified officer of the Higher Education Commission (HEC) for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 51.7. The Higher Education Commission (HEC) shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 51.8. The Higher Education Commission (HEC) shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 51.9. Such blacklisting or barring action shall be communicated by the Higher Education Commission (HEC) to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the Higher Education Commission (HEC).
- 51.10. The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.
- 51.11. The committee shall serve a notice in writing upon all respondents of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the Higher Education Commission (HEC). The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such an order on the representation may deem fit.
- 51.12. The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.



**SECTION – III: BID DATA SHEET (BDS)** 



BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders					
A. Introduction							
		Name of Procuring Agency:	Higher Education Commission (HEC)				
1	1.1	The subject of procurement is:	Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar				
		Period for provision of Services:	One (01) year extendable upto maximum of three years				
		Commencement date for provision of services:	From 1 <sup>st</sup> March 2025				
	2	Financial year for the operations of the Higher Education Commission (HEC):	2024-25 & 2025-26				
2		Name of Project:	Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar				
		Name of financing institution:	Higher Education Commission (HEC)				
3	4.1(j) Maximum number of members in the joint venture, consortium or association shall be:		Not Applicable				
4	4.1(k)	Ineligible countries are:	<ol> <li>Israel</li> <li>India</li> <li>Armenia</li> <li>Taiwan</li> </ol>				
B. Bid	lding Docun	nents					
5	9.2	The number of documents to be completed and returned to Higher Education Commission (HEC)	One Original only				



BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders					
6	10.1	The address for clarification of Bidding Documents is:	Malik Ghiyas Asghar Assistant Director (Services) Higher Education Commission (HEC) Room # 4, Ground Floor, Guest House Block (7), Sector H-9, Islamabad - Pakistan Telephone: + 92-51-9040- 1516 Email: mghiyas@hec.gov.pk   Website: http://www.hec.gov.pk				
	11.1	Pre-bid meeting:	Pre-bid meeting shall not be held.				
C. Preparation of Bid							
7	13.1	The Language of all correspondences and documents related to the Bid is:	English				
8	14.1(b)	Detail of sample(s) to be submitted with the Bid are:	As per checklist of required documents				
9	14.2(b)	Characteristics:	As per checklist of required documents				
10	14.1(h)	In addition to the documents stated in ITB 14, the following documents must be included with the Bid:	As per checklist of required documents				
11	15.3(c)	Other procurement specific documentation requirements are:	As per checklist of required documents				
12	15.4	Spare parts required for [specify number of years] of years of operation.	As per checklist of required documents				
13	16.3(b)	The qualification criteria required from Bidders in ITB 16.3(b) is modified as: The Bidder is required to include with its Bid, documentation	As per checklist of required documents				



BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders				
		stating that it has been duly authorized to provide in Pakistan, the services indicated in its Bid.				
14 19.1		For services obtained within Pakistan the price quoted shall be [Specify EXW and whether prices for inland transportation and price incidental services must be quoted in addition to EXW	Pak Rupees only			
15	19.2	For services obtained from abroad the price quoted shall be:  [Select, in accordance with the Schedule of Requirements and place of destination as per Applicable INCOTERM i.e., CIF named port of destination or CIP border point or CIP named place of destination etc.]	Pak Rupees only			
16	19.1(a)	<ul> <li>(a) For services originating in Pakistan the currency of the Bid shall be:</li> <li>(b) For services originating outside Pakistan, the Bidder shall express its Bid in convertible currency:</li> </ul>	Pak Rupees only  Pak Rupees only			
17 19.2		For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the	Pak Rupees only			



BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders				
		bidding documents, as notified by the State Bank of Pakistan on that day.				
18	20.1	The Bid Validity period shall be:	120 Days			
		The amount of Bid Security shall be:	Rs.500,000/- (Rupees Five Hundred Thousand only)			
19	21.1	The currency of the Bid Security shall be:	Pak Rupees only			
		Indicate whether Bid Securing Declaration is applicable:	Not Applicable			
20	21.3	The Bid Security shall be in the form of:	Bid Security from a scheduled bank in the form of Bank Draft or Pay Order			
21	18.3 (c)	Other forms of security are:	Not Acceptable.			
22	22.1	Alternative Bids to the requirements of the Bidding Documents:	Alternative Bids will not be permitted.			
23	24.1	The number of copies of the Bid to be completed and returned:	One Original only			
24	24.2	Written confirmation of authorization are: [list acceptable confirmation of authorizations]	As mentioned in ITB			
D. Sul	bmission of l	Bids				
25	Bid shall be submitted. Street address: Building/Plot No. Floor/Room No.: City/Town:		Malik Ghiyas Asghar Assistant Director (Services) Room # 4, Ground Floor, Guest House Block (7), Higher Education Commission (HEC) Sector H-9, Islamabad - Pakistan Telephone: + 92-51-9040- 1516 Email: mghiyas@hec.gov.pk			



BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders			
			Website: http://www.hec.gov.pk Applicants shall not have the option of submitting their Applications electronically.		
26	26.2 (b)	Title of the subject Procurement or Project name:	Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar		
		ITB title and No:	No.1(27)/2025/Services(Pur)/HEC		
		Date and Time for submission:	11 <sup>th</sup> February 2025 at 1330 hrs (01:30 pm)		
	27.1	The deadline for Bid submission is Day:	Tuesday		
27		The deadline for Bid submission is Date:	11 <sup>th</sup> February 2025		
		The deadline for Bid submission is Time:	1330 hrs (01:30 pm)		
E. Op	ening and E	valuation of Bids			
28	29.1	The Bid opening shall take place at: Street address: Floor/Room No: Building/Plot No.: City/Town: Country: Day: Date: Time: The currency that shall be used for Bid evaluation and	Mural Hall, Ground Floor, Auditorium Block (04), Higher Education Commission (HEC), Sector H-9, Islamabad – Pakistan Tuesday 11 <sup>th</sup> February 2025 1400 hrs (02:00 pm)		
29	35.2	comparison purposes to convert all Bid prices expressed in various currencies is: The source of currency exchange rate shall be:	Pak Rupees only  Not Applicable		
		The date of exchange rate shall	Not Applicable		



BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders				
		be:				
	36.5(a)	Delivery schedule:	As per Letter of Intent			
	36.5(b)	Deviation in payment schedule: No deviation will b authorized.				
30	36.5(d)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications.	As per Technical Evaluation Criteria at Section – V			
30	36.6	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is:	Not allowed			
31	37.1	<ul> <li>(a) Domestic preference to apply. OR</li> <li>(b) Domestic preference not applicable.</li> <li>Preference to domestic or national Security Firm / Company / Agency / Organization shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.</li> </ul>	Domestic preference to apply			
32	38.2	Evaluation Techniques Quality and Cost Based Selection (QCBS) In such combination, there shall be some specific weightage of both the technical features (such as prescribed in ITB 38.1) and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The highest ranked bid shall be declared, on the	Quality and Cost Based Selection (QCBS)			



BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders			
Number		basis of combined evaluation.  Explanation:  No weightage shall be given to the qualification parameters such as capacity and capability of the bidder (i.e. Manufacture or authorized supplier), for the purpose of rating. Any such weightage shall only be attributed to the quality parameter of the product to be procured.  In case of QCBS technique, the weightage to determine the ranking of the bidders shall:  (a) Not be more than 40 percent for the technical parameters of the product; and  (b) not less than 60 percent for the financial aspect.  Aspects for Ranking the Quality of the Services  (Editable based on the professional expertise of that particular service)  The Higher Education Commission (HEC), in addition to the mandatory requirements and mandatory technical specifications, may requires the following parameters to be evaluated while determining the quality of the services:  (a) Factors of sustainable procurement (e.g. Environmental friendly;  (b) Efficiency while provision of services;  (c) Additional Safety Features;  (d) Earthquake related OBE  (Operation Basis Earthquake) and SSD (Safe Shut Down)			
33	38.2(1)	Earthquake features; Other specific criteria are:	As per checklist of required		
33	30.2(1)	44	documents		



BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders				
F. Aw	ard of Cont	ract				
34	43.1	Percentage for quantity increase or decrease is:	As per Higher Education Commission (HEC) 's need / requirement			
35	45.2	Contract / agreement Stamp number of leaves and price	Six leaves having worth Rs.100/- (Rupees One hundred only)			
36	46.1	The Performance Guarantee shall be:	Rs.1,500,000/- (Rupees One Million Five Hundred Thousand only)			
37	46.2	The Performance Guarantee shall be in the form of:	Performance Guarantee from a scheduled bank in the form of Bank Draft or Pay Order			
38	47.1	The Advance Payment if essential shall be limited to:	The advance payment shall not be provided in any case.			
39	47.1	Maximum amount of Advance payment shall be:	The advance payment shall not be provided in any case.			
40	48.1	Arbitrator	Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.			
G. Rev	view of Proc	curement Decisions				
41 50 1		The address of the Higher Education Commission (HEC):	Malik Ghiyas Asghar Assistant Director (Services) Higher Education Commission Room # 4, Ground Floor, Guest House Block (7), Sector H-9, Islamabad - Pakistan Telephone: + 92-51-9040- 1516 Email: mghiyas@hec.gov.pk   Website: http://www.hec.gov.pk			
42		The Address of PPRA to submit a copy of grievance:	Grievance Redressal Appellate Committee, Public Procurement			



BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders		
			Regulatory Authority, 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254	



**SECTION – IV: Eligible Countries** 



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Bidders from following countries are ineligible to participate in the procurement process:

- 1. Israel
- 2. India
- 3. Armenia
- 4. Taiwan

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries whose information can be accessed through following link:

http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L



# Higher Education Commission Islamabad Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises

in Islamabad, Lahore, Karachi, Quetta, and Peshawar

# **SECTION – V: SCHEDULE OF REQUIREMENTS** ALONG-WITH KPIS AND TECHNICAL EVALUATION **CRITERIA**



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

### 1. Schedule of Requirements

The Pre-qualified firms are required to submit the bill of quantities (BoQs) in the light of the following security staffs' requirements / needs for two shifts i.e. Morning Shift 07:00 am to 07:00 pm & Night Shift 07:00 pm to 07:00 am.

Sr. No.	Staff Description	Required Quantity
1	Security Supervisor (Male) retired from Pakistan Armed Forces (Army, Navy or Airforce ONLY) equivalent to the rank of JCOs having age up to sixty-two (62) years	01
2	SSG Guards (Male) with weapon (Kalashnikov / AK-47 or Rifle 222 along-with ammunitions as per entitlement in the licenses as per rules) retired from Pakistan Armed Forces (Army, Navy or Airforce ONLY) equivalent to the rank of NCOs or ORs, SSG qualified having age up to sixty-two (62) years	05
3	Security Guards (Male) with weapon (Shotgun as Repeater Rifle alongwith ammunitions as per entitlement in the licenses as per rules) retired from Pakistan Armed Forces (Army, Navy, or Airforce ONLY) equivalent to the rank of NCOs or ORs having age up to sixty (60) years.	20
4	Security Guards (Male) 'Trained Civilian' without weapon having age up to sixty (60) years.	27
5	Security Guards (Female) 'Trained Civilian' without weapon having age up to fifty-five (55) years.	02
	Total	55

### 2. SCHEDULE OF REQUIRED SERVICES / DELIVERABLES

2.1. The selected Security Firm / Company / Agency / Organization shall be responsible for provision of the security services as specified in GCC at any Higher Education Commission (HEC) premises in Islamabad during the whole period of agreement. They can also be asked for provision of services at all HEC Regional Centers (RC Lahore, RC Karachi, RC Peshawar, and RC Quetta) on same rates, terms and conditions basis.

# 2.2. Requirements regarding the duties of Security Supervisor of Security Firm / Company / Agency / Organization

- 1.1. To conduct training and development activities for their security guards.
- 1.2. To protect property, personnel, material, and information of Higher Education Commission (HEC).
- 1.3. To maintenance & upkeeping of security equipment, and gadgets.
- 1.4. Continuous up-gradation of the security equipment and gadgets.
- 1.5. Implementation of Higher Education Commission (HEC) rules & policies inside the premises.
- 1.6. Deployment of security manpower for optimum use so as to ensure total security of Higher Education Commission (HEC) machinery and manage the outside environment.
- 1.7. To maintain the Entry & Exit log in the relevant registers.



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

- 1.8. Monitoring of inward and outward loading of goods, provision and other materials.
- 1.9. To receive, obey and pass on to their security guards all the orders and instructions received from the management of Services Division.
- 1.10. To report all the violations of Higher Education Commission (HEC) rules and regulation and special orders as instructed to be enforced.
- 1.11. Deployment the patrolling guards and communicate with them through radio phones.
- 1.12. Generation of emergency alerts in case of any emergency.
- 1.13. Implementation and maintaining the security processes across the HEC to reduce risks, response to incidents and limit exposure to liability, in order to reduce financial loss to the organization.
- 1.14. Responsible to ensure their security staff who have been deputed at Higher Education Commission (HEC) premises, or any other identified site has the appropriate, approved and licensed firearms and adequate ammunition.
- 1.15. Consult with the Security Officer of Security Firm / Company / Agency / Organization for getting in touch with the overall security situation and contact with him for permission regarding the need of deploying further security staff on special need base requirement.
- 1.16. To ensure immediately consult and get the further guidelines from the Security Officer of Higher Education Commission (HEC) in all circumstances when a firearm has been discharged (including accidental discharges) regarding next course of action.
- 1.17. To ensure the surrender of the firearm by the Security Staff and ensure the proper preservation of Crime Scenes and its future use regarding the evidence collection 'where necessary as soon as practical and get the further guidelines from the Security Officer of Higher Education Commission (HEC) regarding next course of action.
- 1.18. Implement and manage comprehensive location-wise safety and security education and awareness programs for employees and security personnel and help to prepare written incident reports on all significant activities/incidents happening at the Higher Education Commission (HEC) premises and present them before the Security Officer of Higher Education Commission (HEC).
- 1.19. To ensure immediately reporting regarding any theft or loss of firearms or components of firearms including ammunition, magazines and cleaning components to the Security Officer of Higher Education Commission (HEC) and get the further guidelines from the management of Services Division' regarding next course of action.
- 1.20. Supervise all security personnel and educating them of the various security procedures and systems approved by the Higher Education Commission (HEC).
- 1.21. Prepare / maintain / update all the attendance of their Security Staff and Daily Security Report and present it to the Security Officer of Higher Education Commission (HEC).
- 1.22. During the Fire Safety Drill, assist the Security Officer of Higher Education Commission (HEC) by ensuring that the floors in the buildings are cleared of staff.
- 1.23. During drill and emergencies, assist the Security Officer of Higher Education Commission (HEC) to maintain the control over any situation.
- 1.24. Assist the Security Officer of Higher Education Commission (HEC) to assign duties to the security personnel in any kind of medical emergencies.
- 1.25. Ensuring the safety and security of all assets and goods of the Higher Education Commission (HEC)including third party assets in the custody of the Higher Education Commission (HEC) and to ensure that the movement of such assets and goods are made in accordance with the procedures laid down.



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

- 1.26. Advise the Security Officer of Higher Education Commission (HEC) proactively on all security related issues.
- 1.27. To ensure that every security staff who has been issued a firearm or assigned to an armed post has qualified as a firearm user by successfully completing a training program regarding firearm handling etc.;
- 1.28. Assist the Security Officer of Higher Education Commission (HEC) to ensure that the Firearms Standing Operation Procedures are developed to outline;
- 1.29. Safe and secure control of firearms and ammunition.
- 1.30. To ensure proper change-over procedures of firearms.
- 1.31. To ensure proper and detailed reporting of any incident to the Security Officer of Higher Education Commission (HEC).
- 1.32. To report any kind of theft immediately to the Security Officer of Higher Education Commission (HEC).
- 1.33. Implementation of security shifts schedule according to the availability of the personnel during the general duties and special duties in events etc.
- 1.34. Implementation of security processes across the Higher Education Commission (HEC) to reduce risks, response to incidents and limit exposure to liability, in order to reduce financial loss to the organization.
- 1.35. Assist the Security Officer of Higher Education Commission (HEC) to manage comprehensive location-wise safety and security education and awareness programs for security personnel and suggest security measures for the future prevention of the similar kind of the incident and reports on all significant incidents happening at the Higher Education Commission (HEC).
- 1.36. To manage and ensure security staff's duty timings.
- 1.37. Updating and signing of all the Daily Security Report & Attendance Report and its submission to the Security Officer.
- 1.38. Safety and security of all assets and goods of the Higher Education Commission (HEC) including third party assets in the custody of the Higher Education Commission (HEC) and to ensure that the movement of such assets and goods are made in accordance with the procedures laid down.

# 2.3. Requirements regarding the duties of SSG Guards of Security Firm / Company / Agency / Organization

- 1.39. Works under the supervision of Security Officer of Higher Education Commission (HEC) and Manager/Security Supervisor of Security Firm / Company / Agency / Organization.
- 1.40. Assist Security Guards of Security Firm / Company / Agency / Organization to maintain safe and healthy environment at the HEC.
- 1.41. Guided by the Security Officer of Higher Education Commission (HEC) and Security Supervisor of Security Firm / Company / Agency / Organization from time to time according to the nature and need of the duty.
- 1.42. Ensure optimal safety and work as a team with other fellow SSG Guards / security guards, and not allow any personal differences to interfere with professional relationships.
- 1.43. Maintain a professional manner, have a professional appearance, and exhibit a positive attitude. Being physically fit is essential to his success during the security services.
- 1.44. When dealing with an irate person, SSG Guards shall be responsible to make all attempts to deescalate the situation and take control.



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

- 1.45. Stays calm and polite while dealing with Higher Education Commission (HEC) employees, students and visitors.
- 1.46. Report all violations of security rules and regulation and special orders he is instructed to enforce.
- 1.47. Be watchful while on night patrol and to check all suspicious persons and allow no one to pass the gate without proper authorization.
- 1.48. Maintain the highest level of professionalism and dignity within the department, while keeping the Higher Education Commission (HEC)'s vision of providing quality education that exceed the expectation of our students.
- 1.49. Receive, obey and pass on all orders and instructions received from the Security Officer of Higher Education Commission (HEC) and Manager/Security Supervisor of Security Firm / Company / Agency / Organization.
- 1.50. Always respect and obey the chain of command.
- 1.51. Work as a team with other security guards to ensure optimal safety of the Higher Education Commission (HEC) and communicate with one another so everyone is on the same page.

# 2.4. Requirements regarding the duties of Security Guards of Security Firm / Company / Agency / Organization

- 1.52. Maintaining a professional manner, professional appearance and exhibiting a positive attitude.
- 1.53. Make proper entry in the visitor log and collect.
- 1.54. Perform his duty in proper manner, keeping always on alert and observe everything that takes place within sight or hearing.
- 1.55. May quit his post only when properly relieved by the other security guard.
- 1.56. Obey and pass on to other security guards all the orders and instructions received from the Security Supervisor of Security Firm / Company / Agency / Organization or the Security Officer of Higher Education Commission (HEC).
- 1.57. Talk politely with staff, and vendors/visitors and assist them to provide any necessary guidelines.
- 1.58. Be watchful while on night patrol and to check all suspicious persons and allow no one to pass the security gate without proper authorization.
- 1.59. Work as a team with other security guards to ensure optimal safety of the Higher Education Commission (HEC) and communicate with one another so everyone is on the same page.
- 1.60. Immediately call security supervisor of Security Firm / Company / Agency / Organization in any case the situation is not covered by instructions.
- 1.61. Perform all types of security duties i.e. external and internal premises;
- 1.62. Perform the security of Staff, visitors, and property of HEC;
- 1.63. Perform security and care of Higher Education Commission (HEC) Documents, Records and Equipment.
- 1.64. Perform all kind of patrolling duties at Higher Education Commission (HEC) premises during day and nighttime.
- 1.65. Keep alert and patrol at the duty premises during patrolling.
- 1.66. In case of any untoward situation, contact immediately with the Manager/Security Supervisor of the Security Firm / Company / Agency / Organization and inform/report him all the matter in details.
- 1.67. Check every person while entering into and exiting out of the premises.



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

- 1.68. Keep an eye on the Entrance and Exit points of the premises.
- 1.69. Secure the Higher Education Commission (HEC) Staff and Guest/visitors from any threat regarding physical violence.
- 1.70. Maintenance of law and order within the Higher Education Commission (HEC) premises.
- 1.71. Not allowed to contact with the media regarding provision of any information concerning the Higher Education Commission (HEC).
- 1.72. Avoid any engagement in a verbal dispute or aggressive action against any fellow security staff of the Security Firm / Company / Agency / Organization, Higher Education Commission (HEC) employees and visitors, or any other person while on or off duty.
- 1.73. Make a thorough examination of the premises at regular intervals as may be determined from time to time.
- 1.74. Ensure that at the building he/she is guarding, all windows are shut, lights are switched off (except those in critical offices), doors are properly locked etc.
- 1.75. An Occurrence Book entry shall be made relating to the state of the building at the end of the day.

### 3. Key Performance Indicator and Penalties

Sr.	Service	Minimum	Freq-	Measuring /	Minimum Acceptable
No.	Nature	Service	uency	Monitoring	Level and Penalty
		Level		Procedures	
1.	Attendance / presence of Security Staff	The Service Provider shall ensure 100% attendance of security staff daily in the field	Daily	HEC shall monitor through field monitoring or through its employees / representative	Failure to meet the KPI shall result in penalization of the Security Firm / Company / Agency / Organization up to one day's deduction per Security Staff against one day's absence.
2.	Timely Arrival of Security Staff and their departure at proper time	The Service Provider shall ensure 100% timely arrival of security staff and their departure at proper time	Daily	HEC shall monitor through field monitoring or through its employees / representative	Failure to meet the KPI shall result in penalization of the Security Firm / Company / Agency / Organization up to PKR 500/- per Security Staff per day for late arrival and early departure from thirty minutes to one hour as well as up to one day's deduction per Security Staff per day for late arrival and early departure beyond an hour considering it as an absent.
3.	Provision of Uniforms, Jackets, Umbrellas,	The Service Provider shall provide Uniforms, Jackets,	Daily	HEC shall monitor through field monitoring or through its	Failure to meet the KPI shall result in penalization of the Security Firm / Company / Agency / Organization up to



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

Service	Minimum	Freq-	Measuring /	Minimum Acceptable
Nature		uency	0	Level and Penalty
Rain	Umbrellas,		employees /	PKR 1,000/- per security staff
Coats,	Rain Coats,		representative	per occurrence per day.
hand-held	Torches,		on daily	
Metal	Whistles,		basis.	
Detectors,	Hand-held			
Vehicle	metal			
Checkup	detectors,			
Mirrors	vehicle			
Torches,	checkup			
Whistles,	mirrors,			
Mega	Mega			
Phone,	Phone,			
Walkie	Walkie			
Talkie,	Talkie etc.			
etc.	as			
	mentioned			
	in the Terms			
	&			
	Conditions.			
	hand-held Metal Detectors, Vehicle Checkup Mirrors Torches, Whistles, Mega Phone, Walkie Talkie,	Rain Coats, hand-held Metal Detectors, Vehicle Checkup Mirrors Torches, Whistles, Mirrors Vehicle Torches, Whistles, Mega Phone, Walkie Talkie, etc.  Rain Coats, Rain Coats, Hand-held metal detectors, vehicle checkup mirrors, Mega Phone, Walkie Talkie etc. as mentioned in the Terms &	Rain Umbrellas, Coats, Rain Coats, hand-held Torches, Metal Whistles, Detectors, Hand-held Wehicle Mirrors Vehicle Torches, Whistles, Mega Mega Phone, Phone, Walkie Talkie, etc. as mentioned in the Terms &	Rain Umbrellas, Coats, Rain Coats, hand-held Torches, Wehicle metal Checkup detectors, Whistles, mirrors vehicle Torches, Mega Phone, Walkie Talkie, etc. etc.  Bain Coats, Rain Coats, representative on daily basis.  Coats, Rain Coats, representative on daily basis.  Employees / representative on daily basis.

## 4. Inspection Committee / Buildings Focal Persons

- 4.1. The Inspection Committee constituted by Director General (Services) HEC will occasionally visit at any place and may submit report to Security Section to take necessary action against the bad performance regarding provision of the Security services by the Security Firm / Company / Agency / Organization;
- 4.2. During weekly inspection of Security Services by the Inspection Committee, the Resident Security Supervisor / In-charge (Security Section) or any person nominated by the Director General (Services); upon report, may record the performance of the Security Staff regarding Security Services at HEC premises. For unsatisfactory performance a penalty up to **Rs.20,000/-** may be imposed every time.

### 5. Security Services Escalation Issue

- 5.1. Stage 1 Fine up to Rs. 20,000/-
- 5.2. Stage 2 -After 3 fines a formal warning will be given.
- 5.3. Stage 3 After 3 warnings the contract may be cancelled.

# 6. Security Firm / Company / Agency / Organization's Responsibilities

6.1. To report issues to Supervisor or representative staff of the Security Firm / Company / Agency / Organization as soon as possible, especially if there is a risk to the health or safety of staff;



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

- 6.2. To inform the Supervisor or office of Security Firm / Company / Agency / Organization as soon as possible if it appears that Security Firm / Company / Agency / Organization or its staff are working in an unsafe way;
- 6.3. Not to remove or interfere with materials, equipment, signage, or other items placed at Higher Education Commission (HEC) premises;
- 6.4. To provide access promptly when security services is required in a space controlled by the Higher Education Commission (HEC).
- 6.5. To identify specialized or high value weapons and equipment which shouldn't be maintained;
- 6.6. To provide security services in all the premises of Higher Education Commission (HEC) wherever required;
- 6.7. To assist in providing an efficient and effective security service, Higher Education Commission (HEC) will provide the information regarding place of security duty.

### 7. Technical Evaluation Criteria

### 7.1. Part – A: Mandatory Requirements

Sr. No.		Page # / Flag Name					
1.	Form 1:	Form 1: Letter of bid for Technical Proposal					
2.	Form 2:	Bid Security from a scheduled bank in the form of Bank Draft or Pay Order in the amount of Rs.500,000/- (Rupees Five Hundred Thousand only) drawn in favour of Higher Education Commission (HEC).  Note: Bid Security needs to be enclosed in the envelope alongwith the Technical Bid.					
3.	Form 3:	Security Firm / Company / Agency / Organization's Information Form					

## **Part – B: Optional Requirements**

Sr. No.		Document Details / Description					
	Form 4:	Form 4: Financial Situation and Performance (Enclose Bank Statements along-with the audited reports of Security Firm / Company / Agency / Organization for last three financial years) (HEC may verify it from the concerned Bank)					
	Form 5:	Form 5: Security Firm / Company / Agency / Organization's Average Annual Turnover (Annual Sales Value)					
	Form 6:	Security Firm / Company / Agency / Organization's Similar Work Experience / Overall Contracts with the <b>Public Sector</b>					



Sr. No.		Page # / Flag Name					
		Organizations (HEC may verify it from the concerned organization)					
	Form 7:	Security Firm / Company / Agency / Organization's Similar Work Experience / Overall Contracts with <b>the Private Sector Organizations</b> (HEC may verify it from the concerned organization)					
	Form 8:	Security Firm / Company / Agency / Organization's Similar Contracts completed during the last three years					
	Form 9: Security Firm / Company / Agency / Organization's Similar Current (on-going) Contract Commitments / Contracts in Progress						
	Form 10: Security Firm / Company / Agency / Organization's historical Contract Non - Performance, and Pending Litigation and Litigation History						
	Form 11:	List of Security Staff which are currently available at the pay roll of Security Firm / Company / Agency / Organization					
	Form 12:	List of Security Support Instruments / Equipment which are currently available with the Security Firm / Company / Agency / Organization					
	Form 13:	List of weapons which are currently available with the Security Firm / Company / Agency / Organization along-with their licenses.					
	Form 14:	List of Weapon Handling Training Institutions from where the Security Staff of the Security Firm / Company / Agency / Organization has obtained the Weapon Handling Training					
	Form 15:	List of Fire Fighting Training Institutions from where the Security Staff of the Security Firm / Company / Agency / Organization has obtained the Fire Fighting Training					
	Form 16:	Letter of bid for Financial Proposal					
	Form 17:	Bill of Quantities (BoQs) / Price Schedule / Financial Bid					

### **7.2. Marks Distribution for Technical Evaluation**

S. No.	Attributes	Max. Score	Score	Criteria
1.	Security Firm / Company / Agency /	10	1-10	One mark will be awarded for every two years maximum ten marks subject to the provision of



S. No.	Attributes	Max. Score	Score	Criteria	
	Organization's in Operations (Numbers of Years of Establishment)			documentary evidence. (Company registration with any Federal / Provincial Govt. / SECP Registration / FBR Tax Registration / ICT Registration / EOBI Registration) etc. In case of unavailability of document, the registration will be counted from Security Firm / Company / Agency / Organization's FBR Tax Registration.	
2.	Security Firm / Company / Agency / Organization's Registration with EOBI (up to date)		05	Documentary evidence showing Registration of Security Firm / Company / Agency / Organization with Employees' Old-Age Benefits Institution (EOBI).	
3.	Security Firm / Company / Agency / Organization's Security Operating Licenses from ICT, Punjab, Sindh, Balochistan and Kyber Pakhtunkhwa (up to date)	05	05	One Security Operating Licenses reward on mark. Maximum five marks.  01 ICT 01 Punjab 01 Sindh 01 Balochistan 01 Khyber Pakhtunkhwa	
4.	Similar work experience with Public Sector Organization	10	1-10	Documentary proof i.e. Copy of Appreciation Letter/Agreement or any other document from Two public sector organizations (Govt., Semi Govt., Autonomous bodies, Corporations, Embassies) and Banks reward one mark. Maximum ten Marks	
5.	Similar work experience with Private Sector Organization	05	0-5	Documentary proof i.e. Copy of Appreciation Letter/Agreement or any other document from four Private Sector organizations reward one mark. Maximum five marks.	
6.	Financial Strength / Annual Turnover for the Last Financial Year	10	1-10	Minimum annual turnover required for last Financial Year is 10 million. Maximum 10 marks. Bank statements of last three Fiscal Years are required.  Marks Annual Turnover Slot  O1 Above Rs. 10 million up to 20 million  O2 Above Rs. 20 million up to 30 million  O3 Above Rs. 30 million up to 40 million  O4 Above Rs. 40 million up to 50 million  O5 Above Rs. 50 million up to 60 million  O6 Above Rs. 60 million up to 70 million	



S. No.	Attributes	Max. Score	Score	Criteria		
				07	Above Rs. 70 million up to 80 million	
				08	Above Rs. 80 million up to 90 million	
		ļ		09	Above Rs. 90 million up to 100 million	
				10	Above Rs. 100 million	
8.	Firm's Branch Offices Locations at Lahore, Karachi, Peshawar, Quetta	10	2.5	Maximum ten marks in total Out of which 2.5 mark will be awarded for each branch office(s) in these cities subject to the provision of documentary evidence of office in these cities with the valid Operating Licenses of relevant provinces (Punjab, Sindh, Balochistan and Khyber Pakhtunkhwa). HEC RCs may verify the offices of the Security Firm / Company / Agency / Organization  2.5 Lahore		
				2.5	Karachi	
				2.5	Peshawar	
				2.5	Quetta	
9.	Number of Security Firm / Company / Agency / Organization Staff	05	1-5	One mark will be awarded for every additional fifty Security Firm / Company / Agency / Organization Staff beyond hundred Security Firm / Company / Agency / Organization's Staff. Maximum 05 marks. Enclose a list of Security Firm / Company / Agency / Organization Staff.  HEC may verify it from the Registration Register / Guards' Personal File / Pay Roll of the Security Firm / Company / Agency / Organization		
	currently available with the firm			Marks	Security Firm / Company / Agency / Organization <b>Staff Slot</b>	
				1	Above 100 up to 150	
				2	Above 150 up to 200	
				3	Above 200 up to 250	
				4	Above 250 up to 300	
				5	Above 300	
10.	Valid Licenses of Weapons like Pistol, Revolver, Shotgun, Carbine, Rifle (Manual or Semi-	05	1-5	One mark will be awarded for every additional twenty weapon licenses beyond twenty licenses of weapon (irrespective of category) subject to the provision of valid and renewed weapon Licenses in the name of Security Firm /		



S. No.	Attributes	Max. Score	Score	ore Criteria			
	Automatic) i.e. AK- 47 (Kalashnikov) etc.			Company / Agency / Organization documentary evidences.			
				Marks	Security Firm / Company / Agency / Organization Weapon Licenses		
				1	Above 20 up to 40		
				2	Above 40 up to 60		
				3	Above 60 up to 80		
				4	Above 80 up to 100		
				5	Above 100		
11.	Fire Fighting / Fire Safety Training of Security Firm / Company / Agency / Organization's security staff	05	05	Certifica Compan Civil De of Fire Departm / any Go	awarded subject to the provision of the regarding training of Security Firm / y / Agency / Organization's staff from affence Department / National Institute Technology / Emergency Services ent (Rescue 1122 Fire Service) / CDA vt. body etc.		
	Physical Visit / Verification of Firm credential / assets by		Marks	to be awa	rded by the committee.		
		30	Uniform (Total Marks = 07)				
			1 Security Manager/Supervisor's Uniform				
			1 SS	G Guard's	Uniform		
			1 Security Guard's Ceremonial Uniform				
				•	rd's Standard Uniform (Summer & y Season) (Male)		
				Security Guard's Standard Uniform (Summer & Winter, Rainy Season) (Female)			
			Security Staff Identification Cards issued by the Security Firm / Company / Agency / Organization		· · · · · · · · · · · · · · · · · · ·		
12.	the Technical		Weapo	ns (Total )	Marks = 07)		
	Evaluation		1 AK	1 AK-47 (Kalashnikov)			
	Committee		1 Re	1 Repeater/Shotgun			
			1 Pis	istol/Revolver			
			1 MF	MP 5 (9 mm)			
			1 Rif	1 Rifle 12 Bore (G3 Style)			
			2 KC	TE (Stron	g Room for Weapon)		
			h		Instrument (Total Marks = 03)		
				Torches & Whistles			
				tton & Ton			
			1 Ve	hicle Chec	kup Mirrors		



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S. No.	Attributes	Max. Score	Sc	ore	Criteria
			Sec	Security Support Equipment (Total Marks = 10)	
			1	1 Megaphone	
			1	Har	ndheld Metal Detectors
			2	Tw	o Way Radio (Walkie Talkie)
			2	Tas	er Gun
			2 Anti-Riot Kit 2 Bandolier / Bullet Proof Vest  Security Record Management (Total Marks = 03)  1 Record of Security Staff (Separate file for each guard)  Database Software / Guards Management Syste for the Bio Data, Pay Roll and detail of placement duty in various organizations etc. regarding Securi Staff.		ti-Riot Kit
					ndolier / Bullet Proof Vest
					y Record Management (Total Marks = 03)
					` 1
					the Bio Data, Pay Roll and detail of placement of y in various organizations etc. regarding Security
Total Marks: 100					

### 7.3. Selection Criteria / Scoring & Award of Contract Procedure

Contract shall be awarded to the highest ranked bidder (bidder who will obtain the highest aggregated score as per Section 7.4.1, 7.4.2 & 7.4.3 of Section – V: Schedule of Requirements in the light of Technical Evaluation Criteria as per Section 7.1 & 7.2 of Section – V: Schedule of Requirements) as well as under PPRA Rule 36(b)(ix) "the bid found to be the [most advantageous bid] shall be accepted".

### 7.4.1. Technical Score

- 7.4.1.1. Technical Evaluation Total Marks are **100**;
- 7.4.1.2. Qualification threshold in Technical Evaluation (as mentioned in Section 7.3. Marks Distribution for Technical Evaluation) of Section V enabling the bidder to appear in the Financial Competition is 70 out of 100 marks;
- 7.4.1.3. Marks obtained in Technical criteria (Technical evaluation) will be included in the final aggregate weightage with the ratio of **40%**;
- 7.4.1.4. Calculation regarding **40%** weightage of the marks obtained by Firm in the Technical Evaluation will be done as per following formula:

Technical Aggregated Score =  $\frac{\text{Marks obtained by Firm in the Technical Evaluation} \times 40}{100}$ 

### 7.4.2. Financial Score:

- 7.4.2.1. Financial Evaluation Total Marks are **Sixty** (60);
- 7.4.2.2. Quality and Cost Base Selection (QCBS) will be applied on Financial Bids;
- 7.4.2.3. The Financial Aggregate Score of the firm quoting the lowest amount will be considered as **Sixty (60).**



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7.4.2.4. Calculation regarding Financial Evaluation of the Financial Bids submitted by other firms will be done as per following formula:

Financial Aggregated Score =  $\frac{\text{Bid Amount of Lowest Bidder}}{\text{Bid Amount of Firm under Consideration}} \times 60$ 

### 7.4.3. Final Aggregate Weightage

7.4.3.1. Calculation regarding **final aggregate weightage** of Firm will be done as per following formula:

Final Aggregated Score = Technical Aggregated Score + Financial Aggregated Score



# SECTION VI: GENERAL CONDITIONS OF THE **CONTRACT (GCC)**



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### 2. Definitions

- 2.1. The following words and expressions shall have the meanings hereby assigned to them:
  - a. "Authority" means Public Procurement Regulatory Authority.
  - b. The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.
  - c. The "Contract" means the agreement entered into between the Higher Education Commission (HEC) and the Security Firm / Company / Agency / Organization, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - d. The "Commencement Date" is the date when the Security Firm / Company / Agency / Organization shall commence execution of the contract as specified in the SCC.
  - e. "Completion" means the fulfillment of the related services by the Security Firm / Company / Agency / Organization in accordance with the terms and conditions set forth in the contract.
  - f. **"Country of Origin"** means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.
  - g. The "Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
  - h. **"Deployment"** means the provision Security Staff by the Security Firm / Company / Agency / Organization to the Higher Education Commission (HEC).
  - i. **"Effective Contract date"** is the date shown in the Certificate of Contract Commencement issued by the Higher Education Commission (HEC) upon fulfillment of the conditions precedent stipulated in GCC Clause 3.
  - j. **"Procuring Agency"** means the person named or entity as Procuring Agency in the SCC and the legal successors in title to this person, procuring the service, as named in SCC. In this tender, the **"Procuring Agency"** means the Higher Education Commission (HEC).
  - k. "Related Services" means those services ancillary to the provision of required services, such as transportation, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Security Firm / Company / Agency / Organization covered under the Contract.
  - 1. "GCC" means the General Conditions of Contract contained in this section.
  - m. **"Intended Delivery Date"** is the date on which it is intended that the Security Firm / Company / Agency / Organization shall effect delivery as specified in the SCC.
  - n. **"Intended Deployment Date"** is the date on which it is intended that the Security Firm / Company / Agency / Organization shall effect deployment of Security Staff as specified in the SCC.
  - o. "SCC" means the Special Conditions of Contract.
  - p. "Security Firm / Company / Agency / Organization" means the private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Higher Education Commission (HEC) and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the Security Firm / Company / Agency / Organization and shall be named in the SCC.



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- q. "Security Firm / Company / Agency / Organization Security Staff" means the individuals either Security Firm / Company / Agency / Organization Manager/Security Supervisor, Security Guards (Male / Female), SSG Guards or any other Security Staff etc.
- r. "Project Name" means the name of the project stated in SCC.
- s. "Day" means calendar day.
- t. **"Eligible Country"** means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
- u. "End User" means the organization(s) where the services will be provided, as named in the SCC.
- v. "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- w. "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
  - For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- x. "Specification" means the Specification of the required Services and the performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Higher Education Commission (HEC).
- y. The "Security Firm / Company / Agency / Organization's Bid" is the completed Bid document submitted by the Security Firm / Company / Agency / Organization to the Higher Education Commission (HEC).
- z. "Government" means Government of Pakistan
- aa. "HEC" means Higher Education Commission
- bb. "PN" means Procurement Notice
- cc. "PA" means Procurement Advertisement
- dd. "BDS" means Bid Data Sheet
- ee. "BD" means Bidding Documents
- ff. "ITAs" means Instructions to Applicants
- gg. "ITBs" means Instructions to Bidders
- hh. "TORs" means Terms of References
- ii. "RFP" means Request for Proposal



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- jj. "**RFQ**" means Request for Quotation
- kk. "BoQs" Bill of Quantities
- ll. "PKR" Pakistani Rupee
- mm. "Manager/Security Supervisor (Male)" means a retired person from Pakistan Armed Forces (Army, Navy or Airforce ONLY) equivalent to the rank of JCOs having age up to sixty-two (62) years.
- nn. "SSG Guards (Male) with weapon" means a retired person from Pakistan Armed Forces (Army, Navy or Airforce ONLY) equivalent to the rank of NCOs or ORs, SSG qualified having age up to sixty-two (62) years.
- oo. "Security Guards (Male) with weapon" means a retired from Pakistan Armed Forces (Army, Navy, or Airforce ONLY) equivalent to the rank of NCOs or ORs having age up to sixty (60) years.
- pp. "Security Guards (Male) 'Trained Civilian' without weapon" means a male person having age up to sixty (60) years.
- qq. **"Security Guards (Female) 'Trained Civilian' without weapon"** means a female person having age up to fifty-five (55) years
- rr. **"Bid"** means a tender, or an offer, in response to an invitation, by a Security Firm / Company / Agency / Organization expressing his or its willingness to undertake a specified task at a price.
- ss. "**Bidder(s)**" means prospective Security Firm / Company / Agency / Organization applying for Bidding.
- tt. **"Technically Qualified Bidder"** means the bidder(s) whose bid(s) is/are passed the technical criteria and is/are selected for further procurement proceedings i.e. opening of the Financial Bid.
- uu. "Successful Bidder" means that Technically Qualified Bidder who chooses for award of the contract and ultimately agreement is to be signed with HEC.
- vv. "Competitive Bidding" means a procedure leading to the award of a contract whereby all the interested Security Firm / Company / Agency / Organization may bid for the contract and includes both national competitive bidding and international competitive bidding.
- ww. "Total Bid Value" Cost of all items and services as per BoQs
- xx. "Agreement" means the level which HEC obtained services from Security Firm / Company / Agency / Organization for provision of required security services as well as the act of agreeing or of coming to a mutual agreement.
- yy. "First Party" means Higher Education Commission (HEC)
- zz. "Second Party" means Successful Bidder (Successful Security Firm / Company / Agency / Organization)
- aaa. **"Response Time"** means the time from receipt of the request by the Security Section of HEC until an initial inspection and ultimately provision of security services where appropriated.
- bbb. "Completion Time" means the time from receipt of the report by the Security Section of HEC until the security services will be provided.
- ccc. **"Working Hours"** means hours which are within the Core Working Hours i.e. 12 hours per shift per day.
- ddd. "Working Days" round a week.



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- eee. "Corrupt and Fraudulent Practices" in respect of procurement process, shall be either one or any combination of the practices including:-
  - (i) "Coercive Practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - (ii) "Collusive Practices" which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
  - (iii) "Corrupt Practices" which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain.
  - (iv) **"Fraudulent Practices"** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
  - (v) **"obstructive practices"** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;
- fff. "blacklisted" means a bidder that is declared by the Authority untrustworthy after establishing the fact that the bidder was found involved in any corrupt and fraudulent practice or practices; or if the bidder is declared incapable by the Authority due to its established performance failure during the execution of the contract; or if the bidder deviates from its prior commitment or declaration made regarding the bid or proposal submitted by the bidder.
- ggg. "Cross Debarred" means a bidder debarred by any Higher Education Commission (HEC) shall be considered as debarred by all the procuring agencies.
- hhh. **"Emergency"** means natural calamities, disasters, accidents, war, and operational emergency which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person, property, or the environment.
- iii. "Most advantageous bid" means:
  - (i) a bid or proposal for services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions as set out in the bidding or request for proposals document; and;
  - (ii) evaluated as the highest ranked bid or proposal on the basis of cost or quality or qualification or any combination thereof, as specified in the bidding documents or request for proposal documents which shall be in conformity with the selection techniques to be issued by the Authority.

### 3. Application and Interpretation

- 3.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3.2. In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the



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- feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
- 3.3. The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Form of Contract,
- (2) Special Conditions of Contract,
- (3) General Conditions of Contract,
- (4) Letter of Acceptance,
- (5) Certificate of Contract Commencement,
- (6) Specifications,
- (7) Contractor's Bid, and
- (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

### 4. Conditions Precedent

- 4.1. Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:
  - (a) Submission of Performance Guarantee in the form specified in the SCC;
- 4.2. If the Higher Education Commission (HEC) is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Security Firm / Company / Agency / Organization a certificate of Contract commencement, which shall confirm the start date.

### 5. Governing Language

5.1. The Contract as all correspondence and documents relating to the contract exchanged by the Security Firm / Company / Agency / Organization and the Higher Education Commission (HEC) shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.

### 6. Applicable Law

6.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

### 7. Country of Origin

7.1. The origin of Services may be distinct from the nationality of the Security Firm / Company / Agency / Organization.

### 8. Standards

8.1. The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA Such standards shall be the latest issued by the concerned institution.



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# 9. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan

- 9.1. The Security Firm / Company / Agency / Organization shall not, without the Higher Education Commission (HEC)'s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Higher Education Commission (HEC) in connection therewith, to any person other than a person employed by the Security Firm / Company / Agency / Organization in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 9.2. The Security Firm / Company / Agency / Organization shall not, without the Higher Education Commission (HEC)'s prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
- 9.3. Any document, other than the Contract itself, enumerated in **GCC Clause 7.1** shall remain the property of the Higher Education Commission (HEC) and shall be returned (all copies) to the Higher Education Commission (HEC) on completion of the Security Firm / Company / Agency / Organization's performance under the Contract if so required by the Higher Education Commission (HEC).
- 9.4. The Security Firm / Company / Agency / Organization shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Security Firm / Company / Agency / Organization's accounts and records relating to the performance of the Security Firm / Company / Agency / Organization and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.

### 10. Patent and Copy Rights

- 10.1. The Security Firm / Company / Agency / Organization shall indemnify the Higher Education Commission (HEC) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in Pakistan.
- 10.2. The patent right in all drawings, documents, and other materials containing data and information furnished to the Higher Education Commission (HEC) by the Security Firm / Company / Agency / Organization herein shall remain vested in the Security Firm / Company / Agency / Organization, or, if they are furnished to the Higher Education Commission (HEC) directly, or through the Security Firm / Company / Agency / Organization by any third party, including Security Firm / Company / Agency / Organization's of materials, the patent right in such materials shall remain vested in such third party.

### 11. Performance Guarantee

11.1. After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Higher Education Commission (HEC) a Performance Guarantee in the amount and in the form stipulated in the BDS and SCC, denominated in the type and



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- proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
- 11.2. If the Performance Guarantee is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following:
  - a) Bank Draft from a Scheduled bank in favour of Higher Education Commission.
  - (b) Pay Order from a Scheduled bank in favour of Higher Education Commission.
- 11.3. Any Performance Guarantee submitted shall be enforceable in Pakistan.
- 11.4. The proceeds of the Performance Guarantee shall be payable to the Higher Education Commission (HEC) as compensation for any loss resulting from the Security Firm / Company / Agency / Organization's failure to complete its obligations under the Contract.
- 11.5. Failure of the successful Bidder to comply with the requirement of **ITB 46.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the 100% Bid Security in favour of Higher Education Commission (HEC). Moreover, the matter of respective Bidder will be proceeded for blacklisting purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(51) "Mechanism of Blacklisting" as well as it will be reported to PPRA with reference to the Rule 19 of PPRA Rules. Furthermore, the offer for award of contract will be given to the next ranked bidder to get the work done at the risk and cost of the 1st bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.
- 11.6. In case the Successful Bidder accept the offer for award of contract and deposited the performance guarantee amount in HEC account but fails to sign the Contract Agreement, the bid security shall be released in favour of Security Firm / Company / Agency / Organization; however, 100% performance guarantee amount shall be forfeited in favour of HEC. Moreover, the matter of respective Bidder will be proceeded for blacklisting purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(51) "Mechanism of Blacklisting" as well as it will be reported to PPRA with reference to the Rule 19 of PPRA Rules. Furthermore, the offer for award of contract will be given to the next ranked bidder to get the work done at the risk and cost of the 1st bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.
- 11.7. In case of contract termination due to any reason, either during the probation period or after the probation period, the 100% performance guarantee amount 'submitted by the Security Firm / Company / Agency / Organization' shall be forfeited in favour of Higher Education Commission (HEC). Moreover, the matter of respective Bidder will be proceeded for blacklisting purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(51) "Mechanism of Blacklisting" as well as it will be reported to PPRA with reference to the Rule 19 of PPRA Rules. Furthermore, the offer for award of contract will be given to the next ranked bidder to get the work done at the risk and cost of the 1st bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.
- 11.8. The Performance Guarantee will be discharged by the Higher Education Commission (HEC) and returned to the Security Firm / Company / Agency / Organization not later than sixty (60) days following the date of completion of the Security Firm / Company / Agency / Organization's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.



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### 12. Inspections and Test

- 12.1. The Higher Education Commission (HEC) or its representative shall have the right to inspect and /or to test the nature and quality of services to confirm their conformity to the Contract specifications at no extra cost to the Higher Education Commission (HEC). SCC and the Technical Specifications shall specify what inspections and tests the Higher Education Commission (HEC) shall notify the Security Firm / Company / Agency / Organization in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
- 12.2. The inspections and tests may be conducted on the premises of the Security Firm / Company / Agency / Organization or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the Security Firm / Company / Agency / Organization, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Higher Education Commission (HEC).
- 12.3. Should any inspected or tested Services fail to conform to the Specifications, the Higher Education Commission (HEC) may reject the Services, and the Security Firm / Company / Agency / Organization shall have to improve the services to meet specification requirements free of cost to the Higher Education Commission (HEC).
- 12.4. The Higher Education Commission (HEC)'s right to inspect, test and, where necessary, reject the Services after the Services' application in the premises of Higher Education Commission (HEC) shall in no way be limited or eared by reason of the Services having previously been inspected, tested, and passed by the Higher Education Commission (HEC) or its representative prior to the Services' provision from the country of origin.
- 12.5. Nothing in **GCC Clause 10** shall in any way release the Security Firm / Company / Agency / Organization from any warranty or other obligations under this Contract.

# 13. Uniform and Security Equipment for Security Firm / Company / Agency / Organization's Security Staff

- 13.1. The Security Firm / Company / Agency / Organization shall provide the distinct uniform (Security Manager/Security Supervisor Uniform, SSG Guard's Uniform, Security Guard's Ceremonial Uniform, Security Guard's Standard Uniform for Summer (Male & Female), Security Guard's Standard Uniform for Winter (Male & Female), Security Guard's Standard Uniform for Rainy Season (Male & Female) for their Security Staff bearing the name of Security Firm / Company / Agency / Organization.
- 13.2. Security Manager/Security Supervisor's Uniform comprises of Barret/P-Cap, Shirt, Should Whistle Cord with Whistle, Jersey (for winter season only), Tie, Pant, Belt, DMS/Delta Shoes, Reflective Vest and Raincoat (for rainy season only) etc.;
- 13.3. Security Guard's Ceremonial Uniform comprises of P-Cap, Shirt, Should Whistle Cord with Whistle, Jersey (for winter season only), Neck Scarf (Red), Long Arm Band (White), Gloves (White), Sash (Red), Pant, Belt (white) with Ceremonial Belt كمريند (Red), Gloves (white), DMS/Delta Shoes and Anklet (white).
- 13.4. SSG Guard's Standard Uniform comprises of Barret/P-Cap, Shirt/T-Shirt, Should Whistle Cord with Whistle, Jersey (for winter season only), Pant, Belt, DMS/Delta Shoes and Bandolier/Bullet Proof vest, Elbow Pad, Knee Pad, Raincoat (for rainy season only) etc.;



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- 13.5. Security Guard (Male)'s Standard Uniform comprises of P-Cap, Shirt, Should Whistle Cord with Whistle, Jersey (for winter season only), Pant, Belt, DMS/Delta Shoes, and Raincoat (for rainy season only).
- 13.6. Security Guard (Female)'s Standard Uniform comprises of P-Cap, Dopatta, Qameez, Shalwar, Sweater (for winter season only), Shoes, and Raincoat (for rainy season only).
- 13.7. The Security Firm / Company / Agency / Organization shall also provide the Jackets / Coats for their Security Staff bearing the name of Security Firm / Company / Agency / Organization in the winter season.
- 13.8. The Security Firm / Company / Agency / Organization shall provide the raincoats for their Security Staff bearing the name of Security Firm / Company / Agency / Organization and umbrellas for the rainy season.
- 13.9. The Security Firm / Company / Agency / Organization shall provide the Mask and Gloves etc. for their Security Staff;
- 13.10. The Security Firm / Company / Agency / Organization shall also provide the Taser Gun, Torches, Whistle, Baton or Tonfa, Anti-Riot Kit (as and when required) for their Security Staff. Higher Education Commission (HEC) shall verify it from the physical inventory of the Security Firm / Company / Agency / Organization.
- 13.11. The Security Firm / Company / Agency / Organization shall also provide the Handheld Metal Detectors and Vehicle Checkup Mirrors, Megaphone, Two-way radio & Walkie Talkie for their Security Staff deputed at the gates as well as during any event at Higher Education Commission (HEC) premises. Higher Education Commission (HEC) shall verify it from the physical inventory of the Security Firm / Company / Agency / Organization.
- 13.12. The Higher Education Commission (HEC) shall not pay any additional charges to the Security Firm / Company / Agency / Organization for the provision of Uniforms (as detailed above), Whistles, Torches, Baton or Tonfa, Hand Metal Detectors & Vehicle Checkup Mirrors, Megaphone, Two-way Radio, Walkie Talkie, Taser Gun, Anti-Riot Kit, Bandolier, Bullet Proof Vest Elbow Guard, Knee Guards or any other security equipment etc. separately.

### 14. Related Services

- 14.1. The Security Firm / Company / Agency / Organization may be required by the Higher Education Commission (HEC) to provide any or all of the services related to the Provision of Security Services at HEC Premises as mentioned in the Schedule of requirements, including additional services:
  - (a) Performance or supervision of on-site Security Services;
  - (b) Furnishing of tools required for Provision of Security Services at HEC Premises and /or maintenance of the provided Machinery/tools;
  - (c) Furnishing of a detailed service / operations and maintenance manual for each site of the provided Security Services;
  - (d) Performance or supervision or maintenance and/or upgradation of the provided Services, for a period of time agreed by the parties, provided that this service shall not relieve the Security Firm / Company / Agency / Organization of any warranty obligations under this Contract; and



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- (e) Training of the Higher Education Commission (HEC)'s personnel, at the Security Firm / Company / Agency / Organization's cost and/or on-site, operation, maintenance, and/or upgradation of the provided Services.
- 14.2. Prices of the aforementioned / related services shall be included by the Security Firm / Company / Agency / Organization in the Rates of Security Staff quoted in the bill of quantities.

### 15. Wages of Security Firm / Company / Agency / Organization Staff

- 15.1. The Security Firm / Company / Agency / Organization shall be held responsible for payment of the salaries to their Security Staff well in time according to the Govt. of Pakistan's minimum applicable wages;
- 15.2. The Security Firm / Company / Agency / Organization shall quote the wages for their security staff keeping in view the existing Government policy of minimum wages as declared by the Federal as well as provincial Government, Public Procurement Regulatory Authority (PPRA), as per the National Commission for Human Rights (NCHR) and existing labor laws, ; failing to which the bid(s) shall be rejected.
- 15.3. Any taxes, levies or profit of the firm should not affect the standard take home wages of the labor (to be explicitly quoted by the firm in their financial bid (BoQs));
- 15.4. The Security Firm / Company / Agency / Organization will in no way be allowed to pay wages lower than the standard Government / labor rules (ceiling).
- 15.5. The Higher Education Commission (HEC) reserves the right to reject any financial bid considered to be under quoted in violation to the Government rules;
- 15.6. If the Security Firm / Company / Agency / Organization does not pay the quoted wages to the labor (as per the Government rules), the Higher Education Commission (HEC)'s representative may, on receipt of such complaints, take necessary measure and the matter of respective Bidder will be proceeded for blacklisting purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(51) "Mechanism of Blacklisting" as well as it will be reported to PPRA with reference to the Rule 19 of PPRA Rules. In case of termination of the contract and forfeiting the 100% performance guarantee money in favour of Higher Education Commission (HEC) as an outcome and the offer for award of contract will be given to the next ranked bidder to get the work done at the risk and cost of the 1st bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.
- 15.7. If the Govt. of Pakistan revise the minimum wages rate then it may be applied accordingly on this contract subject to the provision of documentary evidences in the form of Security Staffs' verified Bank Statements with the monthly invoice / bill by the Security Firm / Company / Agency / Organization substantiating the provision of the enhanced salary to their Security Staff in accordance with the Govt. of Pakistan's minimum wages rate as well as its approval from the competent authority i.e. Executive Director (HEC).

## 16. Age Limit of Security Firm / Company / Agency / Organization Staff

- 16.1. The Security Firm / Company / Agency / Organization shall depute the Security Supervisors (Male) retired from Pakistan Armed Forces (Army, Navy or Airforce ONLY) equivalent to the rank of JCOs having age up to sixty-two (62) years.
- 16.2. The Security Firm / Company / Agency / Organization shall depute the SSG Guards (Male) with weapon (Kalashnikov / AK-47 or Rifle 222 along-with ammunitions as per



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- entitlement in the licenses as per rules) retired from Pakistan Armed Forces (Army, Navy or Airforce ONLY) equivalent to the rank of NCOs or ORs having age up to sixty-two (62) years.
- 16.3. The Security Firm / Company / Agency / Organization shall depute the Security Guards (Male) with weapon (Shotgun as Repeater Rifle along-with ammunitions as per entitlement in the licenses as per rules) retired from Pakistan Armed Forces (Army, Navy, or Airforce ONLY) equivalent to the rank of NCOs or ORs having age up to sixty (60) years.
- 16.4. The Security Firm / Company / Agency / Organization shall depute the Security Guards (Male) 'Trained Civilian' without weapon having age up to sixty (60) years.
- 16.5. The Security Firm / Company / Agency / Organization shall depute the Security Guards (Female) 'Trained Civilian' without weapon having age up to fifty-five (55) years.

#### 17. Subletting or Subleasing of Services/agreement

17.1. The Security Firm / Company / Agency / Organization shall not be allowed to sublet or sublease the whole or any part of the Security Services to any other Security Firm / Company / Agency / Organization etc. whatsoever during the contract period as per SCC Clause 15.

# 18. Replacement or Changing of Security Firm / Company / Agency / Organization Staff

- 18.1. The Security Firm / Company / Agency / Organization shall deploy Security Staff at Higher Education Commission (HEC) premise permanently during the contract period.
- 18.2. The Security Firm / Company / Agency / Organization shall not be allowed to replace or change their Security Staff 'deputed at Higher Education Commission (HEC)' without prior permission from the Director General (Services) of Higher Education Commission (HEC);
- 18.3. On the identification by the Higher Education Commission (HEC), if any of the Security Staff of Security Firm / Company / Agency / Organization is found unfit for duty or disobey the instructions / orders of Higher Education Commission (HEC), he / she shall be replaced immediately by the Security Firm / Company / Agency / Organization with the suitable one;
- 18.4. In case of leave / absence of Security Staff from duty, the Selected Firm will be the sole responsible for provision of a suitable replacement / reliever during the period.

### 19. Room, Food, and Transportation

- 19.1. No room will be provided for the residence of Security Firm / Company / Agency / Organization's Security Staff at the premises of Higher Education Commission (HEC);
- 19.2. No food will be provided for the Security Firm / Company / Agency / Organization's Security Staff by the Higher Education Commission (HEC);
- 19.3. No transportation facility will be provided for the Security Firm / Company / Agency / Organization's Security Staff by the Higher Education Commission (HEC);
- 19.4. The pick and drop along-with the meal facility for the Security Firm / Company / Agency / Organization's Security Staff will be provided by the Security Firm / Company / Agency / Organization itself and Higher Education Commission (HEC) shall not pay any additional amount for the purpose.



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## 20. Payment

- 20.1. The method and conditions of payment to be made to the Security Firm / Company / Agency / Organization under this Contract shall be specified in SCC.
- 20.2. The Security Firm / Company / Agency / Organization's request(s) for payment shall be made to the Higher Education Commission (HEC) in writing form or in electronic forms that provide record of the content of communication, accompanied by the invoice(s) describing, as appropriate, the Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
- 20.3. Payments shall be made promptly by the Higher Education Commission (HEC) on monthly basis through cross cheque, within thirty (30) days after the receipt of complete invoice by the Security Firm / Company / Agency / Organization. No advance payment shall be made in any case whatsoever.
- 20.4. The currency or currencies in which payment is made to the Security Firm / Company / Agency / Organization under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Security Firm / Company / Agency / Organization's Bid.
- **20.5.** All payments shall be made in the currency or currencies specified in the SCC pursuant to **GCC Clause 19.4.**

#### 21. Prices

- 21.1. The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 21.2. Prices charged by the Security Firm / Company / Agency / Organization for Services performed under the Contract shall not vary from the prices quoted by the Security Firm / Company / Agency / Organization in its Bid, with the exception of any price adjustments authorized in SCC or in the Higher Education Commission (HEC)'s request for Bid Validity extension, as the case may be.

# 22. Change Order

- 22.1. The Higher Education Commission (HEC) may at any time, by a written order given to the Security Firm / Company / Agency / Organization pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following:
  - (a) Drawings, designs, or specifications, where Services to be provided under the Contract are to be specifically manufactured for the Higher Education Commission (HEC);
  - (b) The method of provision of services;
  - (c) The place of delivery; and/or
  - (d) The Services to be provided by the Security Firm / Company / Agency / Organization.
- 22.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Security Firm / Company / Agency / Organization's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Security Firm / Company / Agency / Organization for adjustment under this clause must



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- be asserted within thirty (30) days from the date of the Security Firm / Company / Agency / Organization's receipt of the Higher Education Commission (HEC) change order.
- 22.3. Prices to be charged by the Security Firm / Company / Agency / Organization for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Security Firm / Company / Agency / Organization for similar services.

#### 23. Contract Amendment

23.1. Subject to **GCC Clause 20**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### 24. Assignment

24.1. Neither the Higher Education Commission (HEC) nor the Security Firm / Company / Agency / Organization shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

# 25. Delays in the Security Firm / Company / Agency / Organization's Performance

- 25.1. Provision and performance of the Security Services shall be done by the Security Firm / Company / Agency / Organization in accordance with the time schedule prescribed by the Higher Education Commission (HEC) in the Schedule of Requirements.
- 25.2. If at any time during performance of the Contract, the Security Firm / Company / Agency / Organization should encounter conditions impeding timely provision and performance of the Services, the Security Firm / Company / Agency / Organization shall promptly notify the Higher Education Commission (HEC) in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Security Firm / Company / Agency / Organization's notice, the Higher Education Commission (HEC) shall evaluate the situation and may at its discretion extend the Security Firm / Company / Agency / Organization's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 25.3. Except as provided under **GCC Clause 28**, a delay by the Security Firm / Company / Agency / Organization in the performance of its delivery obligations shall render the Security Firm / Company / Agency / Organization liable to the imposition of liquidated damages pursuant to **GCC Clause 26**, unless an extension of time is agreed upon pursuant to **GCC Clause 25.2** without the application of liquidated damages.

# **26.** Liquidated Damages

26.1. Subject to GCC Clause 28, if the Security Firm / Company / Agency / Organization fails to provide any or all of the Services or to perform the Services within the period(s) specified in the Contract, the Higher Education Commission (HEC) shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Performance Guarantee specified in SCC. Once the said maximum is reached, the Higher Education Commission (HEC) may consider termination of the Contract pursuant to GCC Clause 26.



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#### 27. Termination for Default

- 27.1. The Higher Education Commission (HEC), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Security Firm / Company / Agency / Organization and may terminate the Contract if the Security Firm / Company / Agency / Organization causes a fundamental breach of the Contract.
- 27.2. Fundamental breaches of Contract shall include, but shall not be limited to the following:
  - (a) the Security Firm / Company / Agency / Organization fails to provide any or all of the Security Services within the period(s) specified in the Contract, or within any extension thereof granted by the Higher Education Commission (HEC) pursuant to GCC Clause 24; or
  - (b) the Security Firm / Company / Agency / Organization fails to perform any other obligation(s) under the Contract;
  - (c) Security Firm / Company / Agency / Organization's poor performance; or
  - (d) Any type of complaints against the Security Firm / Company / Agency / Organization at Higher Education Commission (HEC);
  - (e) Security Firm / Company / Agency / Organization's failure to submit Performance Guarantee within the time stipulated in the SCC;
  - (f) the Security Firm / Company / Agency / Organization has abandoned or repudiated the contract.
  - (g) the Security Firm / Company / Agency / Organization is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (h) the Higher Education Commission (HEC) gives Notice to that Security Firm / Company / Agency / Organization with the deficiencies is a fundamental breach of Contract and the Security Firm / Company / Agency / Organization fails to correct it within a reasonable period of time determined by the Higher Education Commission (HEC); and
  - (i) if the Higher Education Commission (HEC) determines, based on the reasonable evidence, that the Security Firm / Company / Agency / Organization has engaged in corrupt, coercive, collusive, obstructive, or fraudulent practices, in competing for or in executing the Contract.

For the purpose of this clause:

- "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
- 27.3. In the event the Higher Education Commission (HEC) terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Higher Education Commission (HEC) may procure, upon such terms and in such manner as it deems appropriate, Security Services similar to those undelivered, and the Security Firm / Company / Agency / Organization shall be liable to the Higher Education Commission (HEC) for any excess costs for such similar Security Services. However, the Security Firm / Company / Agency / Organization shall continue performance of the Contract to the extent not terminated.

## 28. Termination for Force Majeure

28.1. Notwithstanding the provisions of **GCC Clauses 25, 26, and 27**, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract if such delay or failure is a result of an event of Force Majeure.



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For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action force Majeure to prevent.

28.2. If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Higher Education Commission (HEC) in writing or in electronic forms that provide record of the content of communication, the Security Firm / Company / Agency / Organization shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 29. Termination for Insolvency

29.1. The Higher Education Commission (HEC) may at any time terminate the Contract by giving written notice to the Security Firm / Company / Agency / Organization if the Security Firm / Company / Agency / Organization becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Security Firm / Company / Agency / Organization, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Higher Education Commission (HEC).

#### **30.** Termination for Convenience

- 30.1. The Higher Education Commission (HEC), by written notice sent to the Security Firm / Company / Agency / Organization, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Higher Education Commission (HEC)'s convenience, the Contract is terminated, and the date upon which such termination becomes effective.
- 30.2. The Security Services that are complete and ready for deliver within thirty (30) days after the Security Firm / Company / Agency / Organization's receipt of notice of termination shall be accepted by the Higher Education Commission (HEC) at the Contract terms and price. For the remaining Services, the Higher Education Commission (HEC) may elect:
  - (a) To have any portion completed and delivered at the Contract terms and prices; and / or
  - (b) To cancel the remainder and pay to the Security Firm / Company / Agency / Organization an agreed amount for partially completed Services previously procured by the Security Firm / Company / Agency / Organization.



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### 31. Disputes Resolution

- 31.1. In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.
- 31.2. In case of any dispute, the matter may be referred to the worthy Executive Director (HEC) for dispute resolution; where decision of the Executive Director (HEC) or its nominated person(s) or committee shall be binding on both the parties.
- 31.3. Any unsolved dispute may be referred by either party to an arbitrator.

## 32. Procedure for Disputes Resolution

- 32.1. The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
- 32.2. The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

### 33. Replacement of Arbitrator

33.1. Should the Arbitrator resign or die or should the Higher Education Commission (HEC) and the Security Firm / Company / Agency / Organization agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of both parties.

## 34. Limitation of Liability

- 34.1. Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to **GCC Clause 8**,
  - (a) The Security Firm / Company / Agency / Organization shall not be liable to the Higher Education Commission (HEC), whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Security Firm / Company / Agency / Organization to pay liquidated damages to the Higher Education Commission (HEC); and
  - (b) The aggregate liability of the Security Firm / Company / Agency / Organization to the Higher Education Commission (HEC), whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Security Firm / Company / Agency / Organization to indemnify the Higher Education Commission (HEC) with respect to patent infringement.

#### 35. Notices

- 35.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
- 35.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.



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#### **36.** Taxes and Duties

- 36.1. If any tax exemptions, reductions, allowances, or privileges may be available to the Security Firm / Company / Agency / Organization in Pakistan, the Higher Education Commission (HEC) shall use its best efforts to enable the Security Firm / Company / Agency / Organization to benefit from any such tax savings to the maximum allowable extent.
- 36.2. A local Security Firm / Company / Agency / Organization shall be entirely responsible for all taxes, duties, license fees, etc., incurred until provision of the contracted Services to the Higher Education Commission (HEC).

# 37. Documentary Evidence of Security Firm / Company / Agency / Organization Staff

- 37.1. The selected Security Firm / Company / Agency / Organization will provide the attested copies (attested by the Head of Security Firm / Company / Agency / Organization) of following documents for all the Security Staff who will be deployed by the Security Firm / Company / Agency / Organization for Provision of Security Services at HEC Premises as and when required by the HEC:
  - (a) Copy of Bio Data Form maintained by the Security Firm / Company / Agency / Organization
  - (b) Attested (Back Side) Passport Size Photograph;
  - (c) Attested copy of CNIC;
  - (d) Attested copy of Domicile;
  - (e) Attested copy of Discharge Certificates/Pension Book (for Ex-Servicemen)
  - (f) Attested copy of Police Verification Certificate;
  - (g) Weapon Authority Letter for Security Staff (Original);
  - (h) Physical and Medical Fitness Certificate from Registered Medical Practitioner;
  - (i) Attested copy of Security Staff's Basic Data Form

# 38. Discipline of Security Firm / Company / Agency / Organization and its Security Firm / Company / Agency / Organization Staff

- 38.1. The Security Firm / Company / Agency / Organization ensure that every Security Staff shall not be involved in any type of activity against the HEC and abide by all the rules, follow all the SoPs and orders which will be extended by the Higher Education Commission (HEC) from time to time; otherwise the Security Firm / Company / Agency / Organization shall be held responsible, and strict action shall be taken as decided by the Higher Education Commission (HEC)' authorities.
- 38.2. The Security Firm / Company / Agency / Organization must ensure that their Security Staff which will be deployed at HEC 'for Provision of Security Services at HEC Premises' are not addicted to the smoking or any kind of drugs and alcohol etc.
- 38.3. In case of any unsatisfactory services or complaint or misusing its services or presence at the premises of Higher Education Commission (HEC) or substandard performance rendered by the Security Firm / Company / Agency / Organization or its Security Staff during the probation period, Higher Education Commission (HEC) will give a Notice 'in writing' to the Security Firm / Company / Agency / Organization to improve its performance. If the Security Firm / Company / Agency / Organization fails to improve its performance after receiving this Notice, the Higher Education Commission (HEC) reserves



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the right to terminate the contract / agreement. In such case, the 100% performance guarantee amount 'submitted by the Security Firm / Company / Agency / Organization' shall be forfeited in favour of Higher Education Commission (HEC). Moreover, the matter of respective Bidder will be proceeded for blacklisting purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(51) "Mechanism of Blacklisting" as well as it will be reported to PPRA with reference to the Rule 19 of PPRA Rules.. Furthermore, the offer for award of contract will be given to the next ranked bidder to get the work done at the risk and cost of the 1st bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.

- In case of any unsatisfactory services or complaint or misusing its services or presence at 38.4. the premises of Higher Education Commission (HEC) or substandard performance rendered by the Security Firm / Company / Agency / Organization or its Security Staff after the probation period, Higher Education Commission (HEC) will give One-month advance **Notice** 'in writing' to the Security Firm / Company / Agency / Organization to improve its performance. If the Security Firm / Company / Agency / Organization fails to improve its performance after receiving this Notice, the Higher Education Commission (HEC) will serve a Reminder Notice 'in writing' to the Security Firm / Company / Agency / Organization to improve its performance. If the Security Firm / Company / Agency / Organization fails to improve its performance after receiving notice from Higher Education Commission (HEC), the Higher Education Commission (HEC) reserves the right to terminate the contract / agreement. In such case, the 100% performance guarantee amount 'submitted by the Security Firm / Company / Agency / Organization' shall be forfeited in favour of Higher Education Commission (HEC). Moreover, the matter of respective Bidder will be proceeded for blacklisting purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(51) "Mechanism of Blacklisting" as well as it will be reported to PPRA with reference to the Rule 19 of PPRA Rules.. Furthermore, the offer for award of contract will be given to the next ranked bidder to get the work done at the risk and cost of the 1<sup>st</sup> bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.
- 38.5. Any negligence by the Security Staff or the Security Firm / Company / Agency / Organization, the said Security Firm / Company / Agency / Organization shall be held responsible and shall bear the loss due to their negligence;
- 38.6. Security Firm / Company / Agency / Organization shall be fully held responsible in case of misconduct caused by their Security Staff.
- 38.7. The Security Firm / Company / Agency / Organization shall be responsible for any damage to the property of Higher Education Commission (HEC) caused during the Provision of Security Services at HEC Premises;
- 38.8. In case of leave / absence of Security Firm / Company / Agency / Organization's Security Staff from the duty, the Security Firm / Company / Agency / Organization shall be the sole responsible for provision of suitable replacement during the leave period of their Security Staff.
- 38.9. The Supervisor of Security Firm / Company / Agency / Organization must be literate and able to keep entry / exist (attendance as well as arrival and departure) record of the Security Firm / Company / Agency / Organization's Security Staff at all the premises of Higher Education Commission (HEC);



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- 38.10. The Security Staff of the Security Firm / Company / Agency / Organization must be literate and able to read and write as well as to communicate / talk properly during the conversation with the visitors / HEC Staff.
- 38.11. In case of any emergency, the Security Firm / Company / Agency / Organization needs to have adequate resources available to provide back up at desired location(s);
- 38.12. The selected firm must have its own RESPONSE UNIT in order to deal with any untoward situation regarding the Provision of Security Services at HEC Premises;
- 38.13. The Security Staff of the Security Firm / Company / Agency / Organization must avoid their involvement in an unbecoming manner which might bring discredit to the HEC while on duty or in uniform while off duty:
- 38.14. The Security Staff of the Security Firm / Company / Agency / Organization must avoid their engagement in a verbal dispute or aggressive action with fellow HEC employee(s), visitor(s) or any other person while on or off duty.
- 38.15. The Security Staff of the Security Firm / Company / Agency / Organization must avoid their involvement in acts of dishonesty of whatever form.
- 38.16. The Security Staff of the Security Firm / Company / Agency / Organization must avoid making a false report verbally, written or in whatever form.
- 38.17. The Security Staff of the Security Firm / Company / Agency / Organization must avoid exaggeration of any sickness or injury.
- 38.18. The Security Staff of the Security Firm / Company / Agency / Organization must avoid destruction, mutilation, alteration or erasing of any official document or record without due and sufficient cause in the light of prior permission in written form.
- 38.19. The Security Staff of the Security Firm / Company / Agency / Organization must avoid the refusal to accept an assignment from superiors without a valid reason.
- 38.20. The Security Staff of the Security Firm / Company / Agency / Organization must avoid himself/herself absence or leaving a post without permission and proper relief.
- 38.21. The Security Staff of the Security Firm / Company / Agency / Organization must avoid sleeping while on duty.
- 38.22. The Security Staff of the Security Firm / Company / Agency / Organization must refrain himself/herself from harassing to any person.
- 38.23. The Security Staff of the Security Firm / Company / Agency / Organization must avoid corruptly soliciting or receiving any bribe or other consideration from any person.
- 38.24. The Security Staff of the Security Firm / Company / Agency / Organization must avoid to commit any of the offences as prescribed by the laws of the country.

### 39. Weapon and Ammunition

- 39.1. The weapons and ammunition to be provided to the security staff for the protection of Higher Education Commission (HEC) shall be provided by the Security Firm / Company / Agency / Organization at its own cost.
- 39.2. The attested copies of weapon licenses shall be provided by the Security Firm / Company / Agency / Organization.
- 39.3. The Security Firm / Company / Agency / Organization shall be responsible for the proper handling and maintenance of their weapons etc. at its own cost. Moreover, in case of unserviceability of any weapon, it shall be replaced immediately by the Security Firm / Company / Agency / Organization at its own cost. The Higher Education Commission (HEC) shall not pay any additional charges for the purposes.



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# 40. Termination of Contract due to Unsatisfactory / Substandard Performance of the Security Firm / Company / Agency / Organization

- 40.1. In case of any unsatisfactory services or complaint or misusing its services or presence at the premises of HEC or substandard performance rendered by the Security Firm / Company / Agency / Organization or its staff during the probationary period, the **HEC** reserves the right to terminate the contract / agreement.
- 40.2. In case of any unsatisfactory services or complaint or misusing its services or presence at the premises of HEC or substandard performance rendered by the Security Firm / Company / Agency / Organization or its Security Staff after the probation period, HEC will give One-month advance Notice 'in writing' to the Security Firm / Company / Agency / Organization to improve its performance. If the Security Firm / Company / Agency / Organization fails to improve its performance after receiving this Notice, the HEC may serve a Reminder Notice 'in writing' to the Security Firm / Company / Agency / Organization to improve its performance. If the Security Firm / Company / Agency / Organization fails to improve its performance after receiving notice from HEC, the HEC reserves the right to terminate the contract / agreement.

### 41. Security Staff must stay at the Place of Duty

- 41.1. The Security Staff must stay at the place of duty during the whole duty time and he / she shall not leave its place of duty without prior information and permission from the security supervisor.
- 41.2. In case of any movement and un-towards situation, the security staff must inform his / her security supervisor.

# 42. Periodic Checkup of Security Firm / Company / Agency / Organization Staff by the Security Firm / Company / Agency / Organization

42.1. The Security Firm / Company / Agency / Organization shall also ensure periodic checks of their Security Staff deployed at various locations of the Higher Education Commission (HEC) to ensure the quality of security services at all times.

# 43. Higher Education Commission (HEC)'s Right to reject Any or All Bids

- 43.1. The Higher Education Commission (HEC) reserves the right to reject any or all the bid(s), or to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s).
- 43.2. The Higher Education Commission (HEC) shall upon request communicate to any or all Bidder(s) the grounds for its rejection of its Bids but is not required to justify those grounds.

# **44.** Inspection and Penalties

- 44.1. The Inspection Committee constituted by Director General (Services) HEC will occasionally visit at any place of duty and may submit its report to take the necessary action against the poor performance regarding Provision of Security Services at HEC Premises by the Security Staff.
- 44.2. The absence of Security Firm / Company / Agency / Organization's Security Staff without proper replacement will cause severe disturbance in the Provision of Security Services at HEC Premises. So in case of absence of Security Firm / Company / Agency / Organization's security staff without proper replacement, an amount equivalent to One



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- Day's Salary per Security Staff per day shall be deducted from the bill of the Security Firm / Company / Agency / Organization without any notice.
- 44.3. The late arrival and early departure of Security Firm / Company / Agency / Organization's security staff will also cause severe disturbance in the Provision of Security Services at HEC Premises. In such case, the Security Firm / Company / Agency / Organization shall be penalized up to Rs.500/- (Five Hundred only) 'without any notice' against the late arrivals or early departure of one security staff per day from thirty minutes to one hour and @ one day's salary 'without any notice' against the late arrival and early departure of one security staff per day beyond one hour considering him / her as an absent from duty.
- 44.4. If the Security Firm / Company / Agency / Organization staff is found working without proper uniform, an amount up to Rs.1,000/- per security staff per day shall be deducted from the bill of the Security Firm / Company / Agency / Organization without any notice.
- 44.5. If the Security Firm / Company / Agency / Organization's security staff 'deputed at any Higher Education Commission (HEC) premises' sleeps during the duty hours, an amount up to Rs.500/- per security staff per occurrence per day shall be deducted from the bill of the Security Firm / Company / Agency / Organization without any notice.
- 44.6. If the Security Firm / Company / Agency / Organization's Security Staff is found working without any of listed weapon / equipment related to the Security Services (Weapons, Handheld Metal Detectors, Vehicle Checkup Mirrors, Torches, Whistles etc.), an amount up to Rs.1,000/- (Rupees One Thousand only) per Security Staff per occurrence per day shall be deducted from the bill of the Security Firm / Company / Agency / Organization, without any notice.
- 44.7. During weekly inspection of security services, the Inspection Committee 'nominated by the Director General (Services)'; upon report, may record the performance of the Security Firm / Company / Agency / Organization regarding Provision of Security Services at HEC Premises at HEC premises. For unsatisfactory performance, a penalty up to **Rs.20,000**/-may be imposed every time.
- 44.8. The Security Firm / Company / Agency / Organization shall be held responsible to make up the loss up to **Rs.200,000/- (Two hundred thousand only)** directly caused by the negligence of the Security Firm / Company / Agency / Organization's Staff against single incident after depreciation cost. The matter will be investigated by the HEC and the Security Firm / Company / Agency / Organization. In case of any dispute, the decision of the Executive Director HEC shall be binding on both the parties.

# 45. Training of the Security Firm / Company / Agency / Organization's Security Staff

- 45.1. The Security Staff of Security Firm / Company / Agency / Organization are required to be trained for General Security Duties etc.;
- 45.2. The Security Staff of Security Firm / Company / Agency / Organization are required to be trained for Firearms and weapon handling etc.;
- 45.3. The Security Staff of Security Firm / Company / Agency / Organization are required to be trained for the Optimum use of security equipment etc.;
- 45.4. The Security Staff of Security Firm / Company / Agency / Organization are required to have adequate knowledge regarding the weapon names, their handing and fire practice for close and distance combat.
- 45.5. After fire, always clean the weapon and perform proper maintenance.



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### 46. Body Search

- 46.1. Always pay respect and say Salam to the HEC employees and the Guests.
- 46.2. The Security Staff of Security Firm / Company / Agency / Organization are required to check the Employees Card of HEC Employees;
- 46.3. The Security Staff of Security Firm / Company / Agency / Organization are required to check the CNIC or any other Identification Card from the Guest while his/her entrance into the HEC premises.
- 46.4. Males are required to be check only by the Male Security Staff.
- 46.5. Females are required to be check only by the Female Security Staff.
- 46.6. Search will be held with the help of metal detector.
- 46.7. During the search, use the metal detector at the distance of 3 to 5 inches from the body.
- 46.8. During the search, use the metal detector from right side then left side and from top to bottom.
- 46.9. During the search with metal detector, the security staff needs to revolves round the person and never ask him/her to turn around.
- 46.10. During the search, use the metal detector from right side then left side and from top to bottom.
- 46.11. During the search, if metal detector beeps, then check for the reason of beep.
- 46.12. In case of bag checking, ask the guest with respect regarding the checking of bag and after his / her permission, check his/her bag in front of the guest.
- 46.13. After searching process, pay thanks by saying Thank You Sir/Madam.

## 47. Vehicle Checking

- 47.1. The Security Staff of Security Firm / Company / Agency / Organization while standing at specific position indicate the vehicle to stop at specific place near the gate;
- 47.2. The Security Staff of Security Firm / Company / Agency / Organization check the vehicle with the help of vehicle checking mirror when vehicle is stopped and the desired place.
- 47.3. Divide the Vehicle check in four sections: Engine Area, Cabin, Trunk, and lower side.
- 47.4. During engine checking, open the bonnet of the vehicle carefully and check for extra fitting near engine.
- 47.5. After checking the front side, place the bonnet back carefully so that no harm will be occurred in the vehicle.

#### 48. First Aid

- 48.1. The Security Staff of Security Firm / Company / Agency / Organization are required to be trained for First Aid and Rescue Techniques etc.;
- 48.2. In case of medical emergency; immediately inform the Manager/Security Supervisor to ensure the contact with the Doctor.
- 48.3. In case of severe medical emergency, immediately inform the Manager/security Supervisor in order to make contact with the rescue department.
- 48.4. The Security Staff of Security Firm / Company / Agency / Organization are required to be trained for treating people after Burn, Snake bite, unconsciousness etc;

#### 49. Fire Safety

49.1. The Security Staff of Security Firm / Company / Agency / Organization are required to be trained for Fire Safety / Firefighting and damage control etc.;



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- 49.2. The Security Staff of Security Firm / Company / Agency / Organization must have knowledge about the use of different types of fire extinguishers i.e. Water DCP, CO<sup>2</sup> etc.;
- 49.3. The Security Staff of Security Firm / Company / Agency / Organization must have knowledge about the use of different types of fire protection equipment i.e. Fire-Resistant Suit, Breathing Mask, Fire Resistant Torch, Safety helmet, Gloves and shoes etc.;
- 49.4. In case of a person on fire, immediately lay him/her on the ground, roll him/her or enclosed him/her in the blanket etc.
- 49.5. In case of severe emergency regarding fire, immediately inform the Manager/security Supervisor in order to make contact with the rescue department.
- 49.6. The Security Staff of Security Firm / Company / Agency / Organization are required to be trained for keeping the Flammable material away from the heat source;
- 49.7. The Security Staff of Security Firm / Company / Agency / Organization are required to be trained for dealing with the inspect of electrical cords and appliances while handling them.

### 50. Weapon Safety

- 50.1. The Security Staff of Security Firm / Company / Agency / Organization must not hand over the weapon to any other person.
- 50.2. In case of normal situation, the Security Staff of Security Firm / Company / Agency / Organization never aim the Muzzle of his/her weapon toward any other person.
- 50.3. In case of normal situation, the Security Staff of Security Firm / Company / Agency / Organization always keep the Muzzle Pointed in a safe direction.
- 50.4. The Security Staff of Security Firm / Company / Agency / Organization never play with the weapon.
- 50.5. The Security Staff of Security Firm / Company / Agency / Organization always check and unload the weapon while its taking from and handing over from other Security Staff.
- 50.6. The Security Staff of Security Firm / Company / Agency / Organization must keep their weapon in neat and clean state.
- 50.7. The Security Staff of Security Firm / Company / Agency / Organization must keep their weapon in neat and clean state.
- 50.8. In case of severe problem while handling the weapon, immediately consult with the Manager/security Supervisor and the proper guidelines from him.
- 50.9. The Security Staff of Security Firm / Company / Agency / Organization should unload the weapon when it is not actually in use.
- 50.10. The Security Staff of Security Firm / Company / Agency / Organization must keep weapon safety lock on when it is not actually in use.

## 51. Code of Conduct (Standards of Behavior for Security Staff)

All security staff of Security Firm / Company / Agency / Organization being physically fit is an essential requirement. They should always maintain appropriate professional conduct and behavior having a professional appearance and exhibit a positive attitude. When dealing with an irate person, the security staff of Security Firm / Company / Agency / Organization should make all attempts to de-escalate the situation and take control. security staff of Security Firm / Company / Agency / Organization must meet necessary education qualifications and qualified in:

- 51.1. Emotional intelligence and good character judgment.
- 51.2. Situational awareness to understand and assess risk.
- 51.3. Ability to assess behaviours, while also paying attention to staff's patrons and visitors.



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- 51.4. Never carry any item which is or could be considered threatening.
- 51.5. Report all incidents to the Manager/Supervisor.

## 52. Professional attitude and skills of Security Staff

- 52.1. All security staff of Security Firm / Company / Agency / Organization greet employees and visitors to the site/working place in a friendly and courteous manner;
- 52.2. All security staff of Security Firm / Company / Agency / Organization must be friendly and do not discriminate the person on any grounds;
- 52.3. All security staff of Security Firm / Company / Agency / Organization must carry out duties in a professional and courteous manner with due diligence and regard and consideration to others.
- 52.4. All security staff of Security Firm / Company / Agency / Organization must behave with personal integrity and understanding.
- 52.5. All security staff of Security Firm / Company / Agency / Organization must use moderate language, which is not defamatory or abusive, when dealing with members of the public and colleagues and visitors.
- 52.6. All security staff of Security Firm / Company / Agency / Organization must be fit for work and remain alert at all times.

# 53. Responsibilities of the Security Officer of Higher Education Commission (HEC)

- 53.1. The Security Officer of Higher Education Commission (HEC) shall ensure the implementation and maintaining the security processes across the HEC to reduce risks, response to incidents and limit exposure to liability, in order to reduce financial loss to the organization.
- 53.2. The Security Officer of Higher Education Commission (HEC) shall ensure that the Higher Education Commission (HEC) premises, or any other identified site, the security staff has appropriate, approved, and licensed firearms and adequate ammunition.
- 53.3. The Security Officer of Higher Education Commission (HEC) shall consult with the with the Director General (Services) for getting in touch with the overall security situation and contact with them for permission regarding the need of deploying further security staff on special need base requirement.
- 53.4. The Security Officer of Higher Education Commission (HEC) shall ensure the implementation and management of comprehensive location-wise safety and security education and awareness programs for employees and security personnel and prepare written incident reports on all significant activities/incidents happening at the Higher Education Commission (HEC) premises.
- 53.5. The Security Officer of Higher Education Commission (HEC) shall ensure the supervision of all security personnel and their education regarding various procedures and systems approved by the management of Services Division, Higher Education Commission (HEC).
- 53.6. The Security Officer of Higher Education Commission (HEC) shall ensure the maintenance / update of all the attendance of Security Staff and Daily Security Report.
- 53.7. During the Fire Safety Drill, the Security Officer of Higher Education Commission (HEC) shall ensure that the floors in the buildings are cleared of staff.
- 53.8. During drill and emergencies, the Security Officer of Higher Education Commission (HEC) shall maintain control of the situation.



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- 53.9. The Security Officer of Higher Education Commission (HEC) shall assist and assign security personnel in any kind of medical emergencies.
- 53.10. The Security Officer of Higher Education Commission (HEC) shall ensuring the safety and security of all assets and goods of the HEC including third party assets in the custody of the Higher Education Commission (HEC) and to ensure that the movement of such assets and goods are made in accordance with the procedures laid down.
- 53.11. The Security Officer of Higher Education Commission (HEC) may advise the management proactively on all security related issues.
- 53.12. Security Officer of Higher Education Commission (HEC) shall ensure that every security staff who has been issued a firearm or assigned to an armed post has qualified as a firearm user by successfully completing a training program regarding firearms handling etc.;
- 53.13. Security Officer of Higher Education Commission (HEC) shall ensure that the Firearms Standing Operation Procedures are developed to outline;
- 53.14. Security Officer of Higher Education Commission (HEC) shall ensure the fixation of responsibilities for the safe and secure control of firearms and ammunition.
- 53.15. Security Officer of Higher Education Commission (HEC) shall ensure the proper changeover procedures of firearms.
- 53.16. Security Officer of Higher Education Commission (HEC) shall ensure immediately consult and get the further guidelines from the management of Services Division in all circumstances when a firearm has been discharged (including accidental discharges) regarding next course of action.
- 53.17. Security Officer of Higher Education Commission (HEC) shall ensure the surrender of the firearm by the Security Staff and ensure the proper preservation of Crime Scenes and and its future use regarding the evidence collection 'where necessary as soon as practical and get the further guidelines from the management of Services Division' regarding next course of action.
- 53.18. Security Officer of Higher Education Commission (HEC) shall submit to the management a report detailing all the incidents.
- 53.19. Security Officer of Higher Education Commission (HEC) shall ensure immediately reporting regarding any theft or loss of firearms or components of firearms including ammunition, magazines and cleaning components to the management of Services Division and get the further guidelines from the management of Services Division' regarding next course of action.
- 53.20. Security Officer of Higher Education Commission (HEC) shall ensure the creation and implementation of the security shifts schedule according to the availability of the personnel during the general duties and special duties in events etc.
- 53.21. Security Officer of Higher Education Commission (HEC) shall ensure the implementation of security processes across the Higher Education Commission (HEC) to reduce risks, response to incidents and limit exposure to liability, in order to reduce financial loss to the organization.
- 53.22. Security Officer of Higher Education Commission (HEC) shall manage comprehensive location-wise safety and security education and awareness programs for security personnel and suggest security measures for the future prevention of the similar kind of the incident and reports on all significant incidents happening at the Higher Education Commission (HEC).



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- 53.23. Security Officer of Higher Education Commission (HEC) shall supervise all security personnel duties timings including outsourced security staff.
- 53.24. Security Officer of Higher Education Commission (HEC) shall ensure the updating and signing of all the Daily Security Report received from the security supervisors (Higher Education Commission (HEC) & Security Firm / Company / Agency / Organization) and submitted it to the Director General (Services).
- 53.25. Security Officer of Higher Education Commission (HEC) shall ensure the safety and security of all assets and goods of the Higher Education Commission (HEC) including third party assets in the custody of the Higher Education Commission (HEC) and to ensure that the movement of such assets and goods are made in accordance with the procedures laid down.

# 54. Responsibilities related to Security Supervisor of Security Firm / Company / Agency / Organization

- 54.1. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible to conduct training and development activities for their security guards.
- 54.2. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible to protect HEC property, personnel, material and information.
- 54.3. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the maintenance & upkeeping of security equipment, and gadgets.
- 54.4. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the continuous up-gradation of the security equipment and gadgets.
- 54.5. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the implementation of Higher Education Commission (HEC) rules & policies inside the premises.
- 54.6. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the deployment of security manpower for optimum use so as to ensure total security of Higher Education Commission (HEC) machinery and manage the outside environment.
- 54.7. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible to maintain the Entry & Exit log in the relevant registers.
- 54.8. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the monitoring of inward and outward loading of goods, provision and other materials.
- 54.9. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible to receive, obey and pass on to their security guards all the orders and instructions received from the management of Services Division.
- 54.10. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible to report all the violations of Higher Education Commission (HEC) rules and regulation and special orders as instructed to be enforced.
- 54.11. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the deployment the patrolling guards and communicate with them through radio phones.
- 54.12. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the generation of emergency alerts.



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- 54.13. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the implementation and maintaining the security processes across the HEC to reduce risks, response to incidents and limit exposure to liability, in order to reduce financial loss to the organization.
- 54.14. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for their security staff who have been deputed at Higher Education Commission (HEC) premises, or any other identified site has the appropriate, approved and licensed firearms and adequate ammunition.
- 54.15. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall consult with the Security Officer of Security Firm / Company / Agency / Organization for getting in touch with the overall security situation and contact with him for permission regarding the need of deploying further security staff on special need base requirement.
- 54.16. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible to ensure immediately consult and get the further guidelines from the Security Officer of Higher Education Commission (HEC) in all circumstances when a firearm has been discharged (including accidental discharges) regarding next course of action.
- 54.17. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible to ensure the surrender of the firearm by the Security Staff and ensure the proper preservation of Crime Scenes and its future use regarding the evidence collection 'where necessary as soon as practical and get the further guidelines from the Security Officer of Higher Education Commission (HEC) regarding next course of action.
- 54.18. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall implement and manage comprehensive location-wise safety and security education and awareness programs for employees and security personnel and help to prepare written incident reports on all significant activities/incidents happening at the Higher Education Commission (HEC) premises and present them before the Security Officer of Higher Education Commission (HEC).
- 54.19. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible to ensure immediately reporting regarding any theft or loss of firearms or components of firearms including ammunition, magazines and cleaning components to the Security Officer of Higher Education Commission (HEC) and get the further guidelines from the management of Services Division' regarding next course of action.
- 54.20. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall supervise all security personnel and educating them of the various security procedures and systems approved by the Higher Education Commission (HEC).
- 54.21. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall prepare / maintain / update all the attendance of their Security Staff and Daily Security Report and present it to the Security Officer of Higher Education Commission (HEC).
- 54.22. During the Fire Safety Drill, the Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall assist the Security Officer of Higher Education Commission (HEC) by ensuring that the floors in the buildings are cleared of staff.
- 54.23. During drill and emergencies, the Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall assist the Security Officer of Higher Education Commission (HEC) to maintain the control over any situation.



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- 54.24. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall assist the Security Officer of Higher Education Commission (HEC) to assign duties to the security personnel in any kind of medical emergencies.
- 54.25. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for ensuring the safety and security of all assets and goods of the Higher Education Commission (HEC)including third party assets in the custody of the Higher Education Commission (HEC) and to ensure that the movement of such assets and goods are made in accordance with the procedures laid down.
- 54.26. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization may advise the Security Officer of Higher Education Commission (HEC) proactively on all security related issues.
- 54.27. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible that every security staff who has been issued a firearm or assigned to an armed post has qualified as a firearm user by successfully completing a training program regarding firearm handling etc.;
- 54.28. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall assist the Security Officer of Higher Education Commission (HEC) to ensure that the Firearms Standing Operation Procedures are developed to outline;
- 54.29. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the safe and secure control of firearms and ammunition.
- 54.30. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the proper change-over procedures of firearms.
- 54.31. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the proper and detailed reporting of any incident to the Security Officer of Higher Education Commission (HEC).
- 54.32. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible to report any kind of theft immediately to the Security Officer of Higher Education Commission (HEC).
- 54.33. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the implementation of security shifts schedule according to the availability of the personnel during the general duties and special duties in events etc.
- 54.34. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the implementation of security processes across the Higher Education Commission (HEC) to reduce risks, response to incidents and limit exposure to liability, in order to reduce financial loss to the organization.
- 54.35. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall assist the Security Officer of Higher Education Commission (HEC) to manage comprehensive location-wise safety and security education and awareness programs for security personnel and suggest security measures for the future prevention of the similar kind of the incident and reports on all significant incidents happening at the Higher Education Commission (HEC).
- 54.36. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the security staff's duty timings.
- 54.37. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the updating and signing of all the Daily Security Report & Attendance Report and its submission to the Security Officer.



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54.38. The Manager/Security Supervisor of Security Firm / Company / Agency / Organization shall be responsible for the safety and security of all assets and goods of the Higher Education Commission (HEC) including third party assets in the custody of the Higher Education Commission (HEC) and to ensure that the movement of such assets and goods are made in accordance with the procedures laid down.

# 55. Responsibilities of SSG Guards of Security Firm / Company / Agency / Organization

- 55.1. SSG Guards of Security Firm / Company / Agency / Organization shall be responsible to works under the supervision of Security Officer of Higher Education Commission (HEC) and Manager/Security Supervisor of Security Firm / Company / Agency / Organization.
- 55.2. SSG Guards of Security Firm / Company / Agency / Organization shall be responsible to assist Security Guards of Security Firm / Company / Agency / Organization to maintain safe and healthy environment at the HEC.
- 55.3. SSG Guards of Security Firm / Company / Agency / Organization shall be guided by the Security Officer of Higher Education Commission (HEC) and Security Supervisor of Security Firm / Company / Agency / Organization from time to time according to the nature and need of the duty.
- 55.4. SSG Guards of Security Firm / Company / Agency / Organization shall be responsible to ensure optimal safety and work as a team with other fellow SSG Guards / security guards, and not allow any personal differences to interfere with professional relationships.
- 55.5. SSG Guards of Security Firm / Company / Agency / Organization should be able to rely on one another, especially in the event of an emergency.
- 55.6. SSG Guards of Security Firm / Company / Agency / Organization shall always maintain a professional manner, have a professional appearance, and exhibit a positive attitude. Being physically fit is essential to his success during the security services.
- 55.7. When dealing with an irate person, SSG Guards of Security Firm / Company / Agency / Organization shall be responsible to make all attempts to deescalate the situation and take control.
- 55.8. SSG Guards of Security Firm / Company / Agency / Organization shall stays calm and polite while dealing with Higher Education Commission (HEC) employees, students and visitors.
- 55.9. SSG Guards of Security Firm / Company / Agency / Organization shall be responsible to report all violations of security rules and regulation and special orders he is instructed to enforce.
- 55.10. SSG Guards of Security Firm / Company / Agency / Organization shall be responsible to be watchful while on night patrol and to check all suspicious persons and allow no one to pass the gate without proper authorization.
- 55.11. SSG Guards of Security Firm / Company / Agency / Organization shall be responsible to maintain the highest level of professionalism and dignity within the department, while keeping the Higher Education Commission (HEC)'s vision of providing quality education that exceed the expectation of our students.
- 55.12. SSG Guards of Security Firm / Company / Agency / Organization shall be responsible to receive, obey and pass on all orders and instructions received from the Security Officer of Higher Education Commission (HEC) and Manager/Security Supervisor of Security Firm / Company / Agency / Organization.



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55.13. SSG Guards of Security Firm / Company / Agency / Organization shall always respect the chain of command.

# 56. Responsibilities related to Security Guards of Security Firm / Company / Agency / Organization

- 56.1. A security guard of the Security Firm / Company / Agency / Organization shall be responsible for maintaining a professional manner, professional appearance and exhibiting a positive attitude.
- 56.2. A security guard of the Security Firm / Company / Agency / Organization shall be responsible for take charge of his/her post and all HEC property in view.
- 56.3. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to make proper entry in the visitor log and collect.
- 56.4. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to perform his duty in proper manner, keeping always on alert and observe everything that takes place within sight or hearing.
- 56.5. A security guard of the Security Firm / Company / Agency / Organization may quit his post only when properly relieved by the other security guard.
- 56.6. A security guard of the Security Firm / Company / Agency / Organization shall obey and pass on to other security guards all the orders and instructions received from the Security Supervisor of Security Firm / Company / Agency / Organization or the Security Officer of Higher Education Commission (HEC).
- 56.7. A security guard of the Security Firm / Company / Agency / Organization shall talk politely with staff, and vendors/visitors and assist them to provide any necessary guidelines.
- 56.8. A security guard of the Security Firm / Company / Agency / Organization shall especially be watchful while on night patrol and to check all suspicious persons and allow no one to pass the security gate without proper authorization.
- 56.9. A security guard of the Security Firm / Company / Agency / Organization shall work as a team with other security guards to ensure optimal safety of the Higher Education Commission (HEC) and communicate with one another so everyone is on the same page.
- 56.10. A security guard of the Security Firm / Company / Agency / Organization shall immediately call security supervisor of Security Firm / Company / Agency / Organization in any case the situation is not covered by instructions.
- 56.11. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to perform all types of security duties i.e. external and internal premises;
- 56.12. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to perform the security of Staff, visitors, and property of HEC;
- 56.13. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to perform security and care of Higher Education Commission (HEC) Documents, Records and Equipment.
- 56.14. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to perform all kind of patrolling duties at Higher Education Commission (HEC) premises during day and nighttime.
- 56.15. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to keep alert and patrol at the duty premises during patrolling.
- 56.16. In case of any untoward situation, a security guard of the Security Firm / Company / Agency / Organization shall contact immediately with the Manager/Security Supervisor of



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

- the Security Firm / Company / Agency / Organization and inform/report him all the matter in details.
- 56.17. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to check every person while entering into and exiting out of the premises.
- 56.18. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to keep an eye on the Entrance and Exit points of the premises.
- 56.19. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to secure the Higher Education Commission (HEC) Staff and Guest/visitors from any threat regarding physical violence.
- 56.20. A security guard of the Security Firm / Company / Agency / Organization shall be responsible to maintenance of law and order within the Higher Education Commission (HEC) premises.
- 56.21. A security guard of the Security Firm / Company / Agency / Organization shall in no way be allowed to contact with the media regarding provision of any information concerning the Higher Education Commission (HEC).
- 56.22. A security guard of the Security Firm / Company / Agency / Organization shall try their level best to avoid any engagement in a verbal dispute or aggressive action against any fellow security staff of the Security Firm / Company / Agency / Organization, Higher Education Commission (HEC) employees and visitors, or any other person while on or off duty.
- 56.23. On duty security guard of the Security Firm / Company / Agency / Organization shall make a thorough examination of the premises at regular intervals as may be determined from time to time.
- 56.24. At the end of each day the security staff of Security Firm / Company / Agency / Organization shall ensure that at the building he/she is guarding, all windows are shut, lights are switched off (except those in critical offices), doors are properly locked etc.
- 56.25. An Occurrence Book entry shall be made relating to the state of the building at the end of the day.

# 57. Duty Handover/Takeover Procedure for the Security Staff of Security Firm / Company / Agency / Organization

- 57.1. Handing over of a security duty refers to the passing on of responsibilities of a particular post / place of duty by the outgoing security staff to the incoming security staff of Security Firm / Company / Agency / Organization.
- 57.2. A duty handover/takeover process is important in that it helps to identify any problems before the shift changes. It also helps to lay responsibility of any problem to the right person or guard. This process also ensures that the incoming guard familiarizes himself/herself well with the guarded premises before assuming duties.
- 57.3. A security staff of the Security Firm / Company / Agency / Organization shall arrive at the post / place of duty at least 15 minutes before the start of his/her shift. This is to allow time for the handover/takeover process.
- 57.4. The handing over and taking over security staff of the Security Firm / Company / Agency / Organization must do a physical patrol of the premises to ensure that everything is in order.



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

- 57.5. The handing over and taking over security staff of the Security Firm / Company / Agency / Organization must perform examination of the premises thoroughly and all the sections of the building he/she is guarding.
- 57.6. The handing over and taking over security staff of the Security Firm / Company / Agency / Organization must ensure that at the building 'he/she is guarding' all windows are shut and doors are locked at the end of security duty.
- 57.7. During the handover/takeover of a post / place of duty, the outgoing and incoming security staff shall check all security equipment to ensure that it is in good order and serviceable.
- 57.8. During the handover/takeover of a post / place of duty both security staff must inspect all entries made in the past 12 hours in the Occurrence Book and if there is anything still outstanding the guard that is taking over, must follow it up.
- 57.9. The outgoing security staff will draw the attention of the incoming security staff towards any matters that are of particular needs to be check regarding security services.
- 57.10. The handover/takeover between the guards must be recorded in the Occurrence Book and signed by both guards as follows:
- 56.9.1. HANDING OVER: Who hands over to whom?
- 56.9.2. TAKING OVER: Who takes over from whom?
- 56.9.3. Specify all security equipment and their state.
- 56.9.4. Specify the state of premises.
- 57.11. If found incorrect, make an entry in Occurrence book regarding the irregularities. The entry must be co-signed by both security staff. The irregularity must be reported to the Security Officer of Higher Education Commission (HEC) or Manager/Security Supervisor of the Security Firm / Company / Agency / Organization immediately. The outgoing security staff may seek explanation from the outgoing guard.
- 57.12. If there is no satisfactory answer he/she must not takeover the duty. He/she must not release the outgoing guard and report this matter to the Manager/Security Supervisor of the Security Firm / Company / Agency / Organization and seek further guidelines from him.

# 58. Occurrence Books/Logbook

- 58.1. Every security post / place of duty must have an Occurrence Book. Occurrence Books shall be used to record the following:
- 57.2.1. Duty hand over/take over by Security Staff.
- 57.2.2. Details pertaining to duty by Security Staff.
- 57.2.3. Visits by Head of Security & Security Officer Higher Education Commission (HEC), and the Managers/Security Supervisors of Security Firm / Company / Agency / Organization.
- 57.2.4. Any incidents or unusual events that take place at guarded posts / place of duty.
- 57.2.5. Any special instructions by Head of Security & Security Officer Higher Education Commission (HEC), and the Managers/Security Supervisors of Security Firm / Company / Agency / Organization or any superior.
- 57.2.6. All pages in the Occurrence Book must be numbered.
- 57.2.7. No pages shall be removed from the Occurrence Book.
- 57.2.8. All occurrences should be recorded in the Occurrence Book as they occur or as soon as it is reasonably practicable to do so.
- 57.2.9. All entries must have date, time and reference number.



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

- 57.2.10. All entries made in the Occurrence Book must be signed by the Security Staff and Countersigned by the Manager/Security Supervisor of Security Firm / Company / Agency / Organization.
- 57.2.11. All entries shall be written legibly in indelible blue or black ink.
- 57.2.12. If any deletion, alteration, or addition is made, a line shall be drawn through the original entry in such a manner that it remains legible and shall be signed by the Security Staff and Countersigned by the Manager/Security Supervisor of Security Firm / Company / Agency / Organization.
- 57.2.13. Unauthorized personnel must not read and record the contents of the Occurrence Book.

### 59. Patrolling the campus

- 59.1. Patrols are carried out in Higher Education Commission (HEC) premises regularly by the Security Staff of Security Firm / Company / Agency / Organization with an aim of ensuring a safe and secure environment for Higher Education Commission (HEC) staff, visitors and VIPs.
- 59.2. Patrolling is normally carried out on foot by the Security Staff of Security Firm / Company / Agency / Organization.

### 60. Aim of Patrolling

- 60.1. Maintaining law and order within the Higher Education Commission (HEC) premises.
- 60.2. Protecting both staff, officers, and visitors of Higher Education Commission (HEC) against any crime or untoward situation.
- 60.3. Attending to incidents.
- 60.4. Protecting Higher Education Commission (HEC) property against any loss or damage.
- 60.5. Detecting and dealing with crimes committed within the Higher Education Commission (HEC).

## 61. Equipment for Patrolling Staff

- 61.1. Walkie Talkie.
- 61.2. Mobile phones.
- 61.3. Pocket notebooks and pens.
- 61.4. Torches.
- 61.5. Whistles.
- 61.6. Handcuffs.
- 61.7. Baton sticks.
- 61.8. Defense sprays.
- 61.9. In some instances as may be determined by the Higher Education Commission (HEC), the security staff may carry firearms.

#### **62.** Manner of Patrolling

- 62.1. The security staff of Security Firm / Company / Agency / Organization must cover the whole Higher Education Commission (HEC) premises.
- 62.2. The security staff of Security Firm / Company / Agency / Organization must focus on areas that have security weaknesses.
- 62.3. The security staff of Security Firm / Company / Agency / Organization must not follow a set pattern for patrolling.

# 63. Responsibilities of the Patrolling Staff

- 63.1. Check that security lights are on during the night and switched off during the daytime.
- 63.2. Look for breaches in the premises fence.



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- 63.3. Intercept intruders or trespassers.
- 63.4. Inspect doors and windows to make sure they are securely locked.
- 63.5. Check and make sure all exposed and vulnerable items are safe.
- 63.6. Turn off all running taps and switch of non-essential lights.
- 63.7. Investigate any suspicious sounds, smell, or smoke.
- 63.8. Remove any unnecessary items that might facilitate breach of premises wall.
- 63.9. Report immediately to the Security Officer of Higher Education Commission (HEC) or Security Supervisor of Security Firm / Company / Agency / Organization or Control Room regarding any anomalies that they encounter.

# SECTION VII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

## **Special Conditions of Contract (SCC)**

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract (SCC)		
Definition	ns (GCC 1)			
1	1.1	The Procuring Agency is:	Higher Education Commission (HEC)	
2	1.1.(j)	The Supplier is:	Security Firm / Company / Agency / Organization firm which will be hired after the tendering process.	
3	1.1.(q)	The title of the subject procurement or The Project is:	Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar	
Governin	ng Language	(GCC 4)		
4	4.1	The Governing Language shall be:	English	
Applicab	le Law (GCO	C <b>5</b> )		
5	5.1	The Applicable Law shall be:	Laws of the Govt. of Pakistan	
Country	of Origin (G	CC 6)		
6	6.1	Country of Origin is:	Pakistan	
Performa	ance Guaran	tee (GCC 10)		
7	10.1	The amount of Performance Guarantee shall be:	Rs.1,500,000/- (Rupees One Million Five Hundred Thousand only)	



SCC Clause Number	GCC Clause Number	Amendments of, and Supplement General Conditions of Contract (	•
8	10.6	After provision and acceptance of the Services, percent of the Performance Guarantee shall be withheld to cover the Security Firm / Company / Agency / Organization's warranty obligations.	The Performance Guarantee will be discharged by the Higher Education Commission (HEC) and returned to the Security Firm / Company / Agency / Organization not later than thirty (30) days following the date of completion of the Security Firm / Company / Agency / Organization's performance obligations under the Contract, including any warranty obligations.
Inspectio	ns and Tests	(GCC 11)	
9	11.1	Inspection and tests prior to provision of services and at final acceptance are as follows:  Quality and quantity inspection shall be carried out prior to provision of Services at the Security Firm / Company / Agency / Organization's own expense and responsibility in terms of the items specified in the specifications. The Security Firm / Company / Agency / Organization shall submit the inspection certificate issued by himself to the Higher Education Commission (HEC) in order to ensure that the Services are to be carried out in compliance with the contract.	As per GCC 11



SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract (SCC)			
Uniform Clause 12	•	Firm / Company / Agency / Organi	zation Staff (GCC		
10	12	Uniform of the Security Firm / Company / Agency / Organization Staff:  As per GCC Clause 12			
Related S	Services (GC	C Clause 13)			
11	13	Related services to be provided are:	As per GCC Clause 13		
Wages of Clause 14	•	rm / Company / Agency / Organiza	ntion Staff (GCC		
13	14	Wages of Security Firm / Company / Agency / Organization Staff:	As per GCC Clause 14		
(GCC Cla	ause 15)				
14	15.1	Age limit for Security Firm / Company / Agency / Organization Staff:	As pe Section		
Sublettin	g or Subleas	ing of Services/agreement (GCC C	Clause 16)		
15	15 Subletting or Subleasing of Services/agreement Not allowed.		Not allowed.		
Replacen (GCC Cla		rity Firm / Company / Agency / Or	ganization Staff		
16	17.1 & Replacement of Security Firm / As p		As per Clause 17.1 & 17.2 of SCC		
Room an	d Food (GC	C Clause 18)			
17	18	Room and Food provision:	As per Clause 18.1 & 18.2 of SCC		
Payment	(GCC Claus	se 19)			
18	19.1	The method and conditions of payment to be made to the Security Firm / Company / Agency / Organization under this Contract.	Payment will be made through crossed cheque after the receipt of complete Invoice along- with Sales Tax Invoice at the Higher Education Commission (HEC)		



SCC Clause Number	GCC Clause Number	Amendments of, and Supplemen General Conditions of Contract	
			subject to the satisfactory performance report from the Higher Education Commission (HEC) regarding Provision of Security Services at HEC Premises
19	19.3	Payments shall be made by the Higher Education Commission (HEC):	within thirty (30) days
Prices (G	CC 20)		
20	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC.	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
Liquidat	ed Damages	(GCC Clause 25)	
21	25.1	Applicable rate:  Maximum deduction: is equal to the Performance Guarantee.	Rs.200,000/-
Procedur	re for Disput	es Resolution (GCC Clause 31)	
23	30	<b>Procedure for Dispute Resolution</b>	As per GCC Clause 31
24	30.1	Higher Education Commission (HEC)'s address for notice purposes:	Malik Ghiyas Asghar Assistant Director (Services) Higher Education Commission (HEC) Room # 4, Ground Floor, Guest House Block (7), Sector H-9, Islamabad - Pakistan Telephone: + 92-51-



SCC Clause Number	GCC Clause Number	Amendments of, and Supplemen General Conditions of Contract	•	
			9040-1516 Email: mghiyas@hec.gov.pk   Website: http://www.hec.gov.pk	
	itary Eviden CC Clause 36	ce of Security Firm / Company / A	agency / Organization	
25	36.1	Documentary Evidence of Security Firm / Company / Agency / Organization Staff to be deployed at the premises of Higher Education Commission (HEC)	i. Copy of Bio Data Form maintained by the Security Firm / Company / Agency / Organization ii. Passport Size Photograph; iii. Copy of CNIC; iv. Copy of Domicile; v. Police Verification Certificate; vi. Physical and Medical Fitness Certificate from Registered Medical Practitioner;	
Disciplin	e of Securit	y Firm / Company / Agency / O	Organization and its	
Security	Staff (GCC	Clause 37)		
26	37	Discipline of Security Firm / Company / Agency / Organization and its Security Firm / Company / Agency / Organization Staff	As per GCC Clause 37	
Machine	Machinery and Equipment (GCC Clause 38)			
26	38	Machinery and Equipment	As per GCC Clause 38	



SCC Clause Number	_ , , , , , , , , , , , , , , , , , , ,	Amendments of, and Supplements to, Clauses in the General Conditions of Contract (SCC)		
		ract due to Substandard Perform	-	
Firm / Co	ompany / Ag	ency / Organization (GCC Clause	39)	
26	39	Termination of Contract due to Substandard Performance of the Security Firm / Company / Agency / Organization  As per GCC Clause 39		
<b>Janitors</b> 1	must stay at	place of duty (GCC Clause 40)		
27	40	Janitors must stay at place of duty	As per GCC Clause 40	
Periodic	Checkup of	Security Firm / Company / Agency	y / Organization Staff	
by the Se	curity Firm	/ Company / Agency / Organizatio	on (GCC Clause 41)	
28	41	Periodic Checkup of Security Firm / Company / Agency / Organization Staff by the Security Firm / Company / Agency / Organization	As per GCC Clause 41	
Higher E	ducation Co	mmission (HEC)'s Right to reject	Any or All Bids (GCC	
Clause 42				
29	42	Higher Education Commission (HEC)'s Right to reject Any or All Bids	As per GCC Clause 42	
Inspection and Penalties (GCC Clause 43)				
30	43	Inspection and Penalties	As per GCC Clause 43	



**SECTION – VIII: STANDARD FORMS** 



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

## Form 1: Letter of Bid for Technical Proposal

#### **INSTRUCTIONS TO BIDDERS:**

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

	7	•	Bid on its lette	erhead clear	ly showing the Bidder's co	mplete
	and business address		to halm Didd		in a this form	
	All italicized text in of this Bid submiss	•	ю пеір Біаав	ers in prepar	ing inis jorm.	
	01 11110 214 04-0111100		ert date (as d	ay, month, a	nd year) of Bid submission	 ı]
Requ	est for Bid No.:		/2025/Service	•	•	
Title	of Tender:	Tender f	for Hiring of	Security Fi	rm / Company for Provis	ion of
					ses in Islamabad, Lahore	
		Karachi	, Quetta, and	l Peshawar		
Page	No.:	Page	of	pa	ges	
To:	Assistant Director Higher Education Sector H-9, Islama	Commission				
We, t	he undersigned Bidd	ler, hereby su	bmit our Bid.	in two parts	, namely:	
i.	the Technical Pro	_		ii.	•	l.
In sul	bmitting our Bid, we	make the fol	lowing declar	rations:	•	
(a)	No reservations:		C			
,	We have examined issued in accordant				ng document, including ac	ldenda
(b)	Bid Security:			acts as per a	,	
(~)	Along-with the <b>Technical Bid</b> , we have enclosed the <b>Bid Security</b> from a Scheduled Bank					
	in the form of Bank Draft / Pay Order amounting to Rs.500,000/- (Rupees Five Hundred					
				-	ommission (HEC).	
(c)	Eligibility:		C		, ,	
. ,	We meet the eligi	bility require	ments and ha	ve no confli	ct of interest in accordanc	e with
	ITB 3 and we did	not declare in	neligible in ac	cordance wi	th <b>ITB 4</b> ;	

- **Conformity:** (d)
  - We offer to provide the required services in conformity with the bidding document and in accordance with the Schedules specified in the Schedule of Requirements related to the Provision of Security Services at HEC Premises etc.
- One Bid per Bidder: (e)

We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 22;

Name of the Bidder (Security Firm / Company / Agency / Organization):

[insert complete name of Bidder (Security Firm / Company / Agency / Organization)] Name, Designation & Signature of authorized person with Security Firm's Official Stamp:



## Form 2: Bid Security

#### **INSTRUCTIONS TO BIDDERS:**

Place the Bid Security Form and Bid Security Original Bank Draft / Pay Order in the <u>first</u> envelope
"TECHNICAL PROPOSAL".

Tiuce the Dia Security Form	i ana bia security Originai bank Draji / Fay Oraer in the <u>jirsi</u> envelope
"TECHNICAL PROPOSA	IL".
Request for Bid No.:	<u>No.1(27)/2025/Services(Pur)/HEC</u>
Title of Tender:	Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar
Page No.:	Page of pages
Beneficiary:	Higher Education Commission (HEC)
Bid Security Bank Draft o	or Pay Order Number: [Insert Bid Security reference number]
<b>Bid Security Bank Draft</b>	or Pay Order Date of Issuance: day of 2025
	[insert date] [insert month]
<b>Bid Security (Bank Name</b>	):
Bid Security (Bank Brand	ch Code):
Beneficiary our Bid herein Premises under Request for Furthermore, I/we underst supported by a Bid security Therefore, I/we am/are sub only) in the shape of Ba Commission (HEC).	J (hereinafter called "the Applicant") am / are going to submit to the nafter called "the Bid") for <b>Provision of Security Services at HEC</b> or Bids No. No.1(27)/2025/Services(Pur)/HEC ("the RFB"). cand that, according to the Beneficiary's conditions, Bids must be with the management of Rs.500,000/- (Rupees Five Hundred Thousand and Draft or Pay Order drawn in favour of Higher Education arity Firm / Company / Agency / Organization):
[insert complete nam	e of Bidder (Security Firm / Company / Agency / Organization)]



## Form 3: Bidder Information Form

#### **INSTRUCTIONS TO BIDDERS:**

Place	this Bidder Informa	ntion Form in the first envelope "TECHNICAL PROPOSAL".
[The	Bidder shall fill in	this Form in accordance with the instructions indicated below. No
altero	ations to its format sl	hall be permitted and no substitutions shall be accepted.]
Date	of this Bid submiss	ion:
		[insert date (as day, month, and year) of Bid submission]
Requ	est for Bid No.:	$\underline{No.1(27)/2025/Services(Pur)/HEC}$
Title	of Tender:	Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar
Page	No.:	Page of pages
1.	Bidder's Name: _	
2.	Title of Business: [Security Fire	m / Company / Agency / Organization Firm / company Full Name]
3.	NTN Number:	urity Firm / Company / Agency / Organization's NTN is currently
4.	active as per FBR	
5.	General Sales Ta	x (GST) Registration Number (STRN):
6.	Whether the Secur	rity Firm / Company / Agency / Organization's General Sales Tax (GST)
	is currently <b>Opera</b>	ative as per FBR or Provincial Tax Authorities? O Yes OR O No
7.	NOC from Minis	try of Interior (Reference Number):



8.	NOC from Ministry of Interior (Date of Issuance):
9.	NOC from Ministry of Interior (Last Renewal Date):
10.	NOC from Ministry of Interior (Renewal Up to Date 'Expiry Date of NOC Renewal'):
11.	Bidder's actual country of registration:
12.	Bidder's year of establishment / registration:
13.	Bidder's in Operations (Number of years):
14.	Bidder's Registration Number at Securities and Exchange Commission of Pakistan (SCEP):
15.	Bidder's Date of Registration at Securities and Exchange Commission of Pakistan
	(SCEP):
16.	EOBI Registration Number:
17.	EOBI Registration Date:
18.	PTA Wireless Number:
19.	PTA Wireless Issuance Date:
20.	Security Operation License Number for ICT:
21.	Security Operation License Issuance Date ICT:
22.	Security Operation License Number for Punjab:
23.	Security Operation License Issuance Date for Punjab:
24.	Security Operation License Number for Sindh:
25.	Security Operation License Issuance Date for Sindh:
26.	Security Operation License Number for Balochistan:



J - I	tion License Number for K	hyber Pakhtunkhwa:	
Security	<b>Operation License Issuanc</b>	e Date for Khyber Pakh	tunkhwa:
	[Write Security Operati	ion License Issuance Date	e for Khyber Pakhtunki
Bidder's	Bank Account Details:		
Sr.	Account Number	Bank Name	Bank Branch wi
No.			Branch Code an
			City
1.			
2.			
3.			
Bidder's	Address in country of regi	istration:	
Bidder's	Address in country of regi	istration:	
	Address in country of regi		
Bidder's			
Bidder's	Website Address:	y Firm / Company / Ag	ency / Organization
Bidder's Bidder's	Website Address:	y Firm / Company / Ag	ency / Organization
Bidder's Bidder's currently Bidder's	Website Address: Total Number of Security	y Firm / Company / Ag	ency / Organization
Bidder's currently Bidder's Name: _	Website Address: Total Number of Security y available at the Pay Roll: Authorized Representativ	y Firm / Company / Ag	ency / Organization
Bidder's currently Bidder's Name: _	Website Address: Total Number of Security y available at the Pay Roll: Authorized Representativ	y Firm / Company / Ag	ency / Organization
Bidder's currently Bidder's Name: _	Website Address: Total Number of Security y available at the Pay Roll: Authorized Representativ	y Firm / Company / Ag	ency / Organization



Mobile numbers	:
Email Address:	
Contact person na	nme (Islamabad):
Contact person de	esignation (Islamabad):
Bidder Address in	n Islamabad: Shop / House #:
loor:	Area / Plaza:
Sector:	P.O. Box and Mailing Address ( <b>Islamabad</b> ):
_	er Landline (Islamabad): Islamabad):
_	
Mobile Number ( Fax Number (Isla	Islamabad):
Mobile Number ( Fax Number (Isla E-mail Address (1	Islamabad): Imabad): Islamabad):
Mobile Number ( Fax Number (Isla E-mail Address (I Contact person na	Islamabad):
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Mobile Number ( Fax Number (Isla E-mail Address (I Contact person na Contact person de Bidder Address in	Islamabad):
Mobile Number (Isla E-mail Address (I Contact person na Contact person de Bidder Address in	Islamabad):
Mobile Number (Isla E-mail Address (I Contact person na Contact person de Bidder Address in Floor:	Islamabad):
Mobile Number (Isla E-mail Address (I Contact person na Contact person de Bidder Address in Floor:	Islamabad):



56.	Fax Number ( <b>Peshawar</b> ):						
57.	E-mail Address ( <b>Peshawa</b> )	r):					
58.	Contact person name (Lah	Contact person name (Lahore):					
59.	Contact person designation	n (Lahore):					
60.	Bidder Address in Lahore	: Shop / House #:					
61.	Floor:	_ Area / Plaza:					
62.	Sector:	P.O. Box and Mailing Address ( <b>Lahore</b> ):					
63.	Telephone Number Landli	ne (Lahore):					
64.	Mobile Number (Lahore):						
65.	Fax Number ( <b>Lahore</b> ):						
66.	E-mail Address ( <b>Lahore</b> ):						
67.	Contact person name (Kar	rachi):					
68.	Contact person designation	n (Karachi):					
69.	Bidder Address in <b>Karach</b>	i: Shop / House #:					
70.	Floor:	_ Area / Plaza:					
71.	Sector:	P.O. Box and Mailing Address ( <b>Karachi</b> ):					
72.	Telephone Number Landli	ne (Karachi):					
73.	Mobile Number (Karachi)	):					
74.	Fax Number ( <b>Karachi</b> ):						



75.	E-mail Address (Karachi)	:
76.	Contact person name (Que	etta):
77.	Contact person designation	n (Quetta):
78.	Bidder Address in <b>Quetta</b> :	Shop / House #:
79.	Floor:	_ Area / Plaza:
80.	Sector:	P.O. Box and Mailing Address ( <b>Quetta</b> ):
81.	Telephone Number Landli	ne (Quetta):
82.	Mobile Number (Quetta):	
83.	Fax Number (Quetta):	
84.	E-mail Address (Quetta):	
Nam	ne of the Bidder (Security Fi	rm / Company / Agency / Organization):
	[insert complete name of Bio	dder (Security Firm / Company / Agency / Organization)]
Nan	me, Designation & Signatur	e of authorized person with Security Firm's Official Stamp:



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

# Form 4: Financial Situation and Performance INSTRUCTIONS TO BIDDERS:

Place this Financial Situation and Performance Form along with the Bank Statements and Audited Reports for last three years in the <u>first</u> envelope "TECHNICAL PROPOSAL".

Title of Tender:

Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

Page No.:

Page \_\_\_\_\_ of \_\_\_\_\_\_ pages

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous  [insert number] years, [insert in words]  (amount in currency, currency, exchange rate*, PKR-equiva					
	Year 1	Year 2	Year 3			
Statement of Fin	ancial Posi	tion (Inforn	nation from	Balance Sh	eet)	
Total Assets (TA)						
Total Liabilities (TL)						
Total Equity/Net Worth (NW)						
Current Assets (CA)						
Current Liabilities (CL)						
Working Capital (WC)						
In	formation	from Incom	e Statemen	t		
Total Revenue (TR)						
Profits Before Taxes (PBT)						
	Cash I	Flow Inform	ation	1	1	
Cash Flow from Operating Activities						



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

\* Refer ITA 14 for the exchange rate.

### 2. Financial documents

The Applicant shall provide copies of financial statements for *last three* (03) years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant, and not an affiliated entity (such as parent company, group member or Joint Ventures[JV] etc.).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.
- $\square$  Attached are copies of financial statements<sup>1</sup> for the *last three* (03) years required above; and complying with the requirements.

Name of the Bidder (Security Firm / Company / Agency / Organization):

[insert complete name of Bidder (Security Firm / Company / Agency / Organization)]

Name, Designation & Signature of authorized person with Security Firm's Official Stamp:

<sup>&</sup>lt;sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.



## Form 5: Average Annual Turnover (Annual Sales Value)

## INSTRUCTIONS TO RIDDERS.

Date of this Bid	submission:			
		[insert date (	as day, month, and yea	ar) of Bid submission]
Request for Bid	No.: <u>No.1</u>	(27)/2025/Sei	rvices(Pur)/HEC	
Title of Tender:				Company for Provision of
			at HEC Premises in	<u>Islamabad, Lahore,</u>
Page No.:	·		and Peshawar pages	
Tuge 110	T uge			
	I		rnover <mark>data</mark>	
Year [indicate calendar year]	Amount Cu [insert amount of current	and indicate	Exchange rate* (If applicable)	PKR equivalent
2022				
2023				
2024				
		Average	Annual Turnover **	
* Refer ITA 14	for date and source	e of exchange	rate.	
** Total PKR e	equivalent for all	years divided	by the total number	of years. See Section III,
Qualification	Criteria and Requ	irements, ITA	3.2.	
Name of the Bio	lder (Security Fir	rm / Compan	y / Agency / Organiza	ntion):
linsert con	iplete name of Bid	der (Security	Firm / Company / Age	ncy / Organization)]



# Higher Education Commission Islamabad Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises

in Islamabad, Lahore, Karachi, Quetta, and Peshawar

## Form 6: Similar Work Experience / Overall Contracts with the Public Sector **Organizations**

	O			
INSTRUCTIONS TO BIDD	DERS:			
Place this Similar Work Ex	perience / Overall Con	tracts with the	Public Sector	Organizations
Form in the <u>first</u> envelope "I	TECHNICAL PROPOS	'AL".		
The following table shall be				
Note: Use same multiple	•	er quantity of	Similar work	x Experience /
_	vith the Public Sector (			•
Date of this Bid submission	ı:			
	[insert date (as de	ay, month, and	year) of Bid su	ıbmission]
Request for Bid No.:	No.1(27)/2025/Service	es(Pur)/HEC		
Title of Tender:	<b>Tender for Hiring of S</b>	Security Firm	/ Company fo	or Provision of
	Security Services at			
	Karachi, Quetta, and	<u>Peshawar</u>		
Page No.:	Page of	pages		
Title of Contract(s)	Name of	Value of	Estimated	Average
	<b>Procuring Agency</b>	outstanding	delivery	monthly
	Contact	contracts	date	invoices
	Information	[current		over the
	[insert address,	PKR		last six
	telephone, fax, e-	equivalent]		months
	mail address]			(PKR/mon.)
Name of the Bidder (Securi	ity Firm / Company / A	Agency / Organ	ization):	
[insert complete name	of Bidder (Security Fire	n / Company / A	Agency / Organ	nization)]
Nama Designation & Sign	nature of authorized no	ercon with Soci	rity Firm's (	Official Stamp



## Form 7: Similar Work Experience / Overall Contracts with the Private Sector **Organizations**

DERS:			
cperience / Overall Con	tracts with the	Private Sector	· Organizations
TECHNICAL PROPOS	SAL".		
e filled in by the Bidder]	,		
_		Similar worl	k Experience /
n:			
[insert date (as d	ay, month, and	year) of Bid sı	ıbmission]
No.1(27)/2025/Service	es(Pur)/HEC		
Security Services at	HEC Premis		
Name of Procuring Agency Contact Information [insert address, telephone, fax, e- mail address]	Value of outstanding contracts [current PKR equivalent]	Estimated delivery date	Average monthly invoices over the last six months (PKR/mon.)
rity Firm / Company / A	Agency / Organ	nization):	
e of Bidder (Security Fire	m / Company / A	Agency / Organ	nization)]
	rity Firm / Company / A	reperience / Overall Contracts with the TECHNICAL PROPOSAL".  refilled in by the Bidder]  sheets in case of larger quantity of with the Private Sector Organization  n:  [insert date (as day, month, and No.1(27)/2025/Services(Pur)/HEC  Tender for Hiring of Security Firm Security Services at HEC Premis Karachi, Quetta, and Peshawar  Page of pages  Name of Procuring Agency Contact Information [insert address, telephone, fax, e-mail address]  PKR equivalent]  rity Firm / Company / Agency / Organ	reperience / Overall Contracts with the Private Sector  TECHNICAL PROPOSAL".  re filled in by the Bidder]  sheets in case of larger quantity of Similar work with the Private Sector Organization  n:

Name, Designation & Signature of authorized person with Security Firm's Official Stamp:



## Form 8: Similar Contracts Completed During the Last Three Years INCTDUCTIONS TO DINDEDS.

INSTRUCTIONS TO BIDDE	NS.			
Place this Similar Contract du	ring the Last Three Yea	ars Form in the	<u>first</u> envelope	"TECHNICAL
<b>PROPOSAL".</b> [The following	table shall be filled in	by the Bidder]		
Note: Use same multiple she During the Last Three	O	quantity of Si	milar Contra	cts Completed
Date of this Bid submission:				
	[insert date (as de	ay, month, and	year) of Bid su	ıbmission]
Request for Bid No.:	No.1(27)/2025/Service	s(Pur)/HEC		
<u>s</u>	ender for Hiring of Security Services at	HEC Premis		
	Page of			
Title of Contract(s)	Name of Procuring Agency Contact Information [insert address, telephone, fax, e- mail address]	Value of outstanding contracts [current PKR equivalent]	Estimated delivery date	Average monthly invoices over the last six months (PKR/mon.)
Name of the Bidder (Security  [insert complete name of Name, Designation & Signa	Bidder (Security Firm	n / Company / F	Agency / Organ	, ,



## Form 9: Similar Current (on-going) Contract Commitments / Contracts in **Progress**

### **INSTRUCTIONS TO BIDDERS:**

Place this Current (on-goin	g) Contract Commitmer	nts / Contracts	in Progress F	orm in the <u>first</u>
envelope "TECHNICAL PR	ROPOSAL".			
[The following table shall be	e filled in by the Bidder]			
Note: Use same multiple s Contract Commitm	sheets in case of large ents / Contracts in Pro	- '	Similar Curr	ent (on-going)
Date of this Bid submission	n:			
	[insert date (as d	ay, month, and	year) of Bid si	ıbmission]
Request for Bid No.:	No.1(27)/2025/Service	es(Pur)/HEC		
Title of Tender:	Tender for Hiring of S Security Services at H Karachi, Quetta, and	EC Premises in		
Page No.:	Page of	pages		
Title of Contract(s)	Name of Procuring Agency Contact Information [insert address, telephone, fax, e- mail address]	Value of outstanding contracts [current PKR equivalent]	Estimated delivery date	Average monthly invoices over the last six months (PKR/mon.)
Name of the Bidder (Secur	ity Firm / Company / A of Bidder (Security Fire			nization)1

Name, Designation & Signature of authorized person with Security Firm's Official Stamp:



# Form 10: Historical Contract Non - Performance, and Pending Litigation and Litigation History

Place this	Historical Con		L <b>itigation H</b> Performance ar	•	ling Litigai	tion and	Litigation History
	ne <u>first</u> envelope		v		0 0		·
	wing table shall						
•	is Bid submiss			,			
Date of th	us Diu suviilissi		sert date (as do	ay, mon	th, and yea	r) of Bio	d submission]
Request f	or Bid No.:	No.1(27	)/2025/Service	s(Pur)/.	HEC	, 0	
Title of Te						omnon	y for Provision of
Title of Te	ender.						<u>mabad, Lahore,</u>
		·	Quetta, and I				
Page No.:			of				
	debarred due to debarred due to i			of Bid S	Securing Do	eclaratio	n
Year	Non-		Contract Id	lentifica	ation		<b>Total Contract</b>
[insert	performed		lentification: [			ontract	<b>Amount (current</b>
year]	portion of		er, and any othe	v	_	7	value, currency,
	contract [insert amount		ocuring Agend Procuring Age	• -	•	e]	exchange rate and PKR equivalent)
	and	street/city/co		ency. [u	useri		[insert amount]
	percentage]		or nonperform	nance: /	indicate me	ain	
		reason(s)]					
Pen	ding Litigation, in	n accordance	with Section III,	Qualifi	cation Crite	eria and	Requirements
□ Pend	ling litigation in a	ccordance wi	th Section III. O	ualifica	tion Criteri	a and Re	equirements, Sub-

Factor 2.3 as indicated below.



Year of dispute [insert year]	Amount in dispute (currency) [insert amount]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: [insert full name] Address of Procuring Agency: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Agency" or "Security Firm / Company / Agency / Organization"] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	Total Contract Amount (currency) PKR Equivalent (exchange rate) [insert amount]
□ No o	consistent history of	court/arbitral award decisions in accordance	with Section III,
Qual	ification Criteria and F	Requirements, Sub-Factor 2.4.	
□ Cons	sistent history of court/ar	rbitral award decisions in accordance with Section	n III, Qualification
Crite	eria and Requirements,	Sub-Factor 2.4 as indicated below.	



Year of award [insert year]	Outcome as percentage of Net Worth [insert percentage]	Contract Identification Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: [insert full name] Address of Procuring Agency: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Agency" or "Security Firm / Company / Agency / Organization"] Court/ arbitral award decision was against the Applicant]	Total Contract Amount (currency), PKR Equivalent (exchange rate) [insert amount]

Name of the	ame of the Bidder (Security Firm / Company / Agency / Organization):				
[insert	complete name of Bia	lder (Security Firm)	Company / Agency / Or	ganization)]	
Name, Desi	gnation & Signature	e of authorized per	son with Security Firm	's Official Stamp:	



## Form 11: List of Security Staff which are currently available at the Pay Roll r D: 44

			of Blader			
Place thi	is List of Security Stay	ff which ar	e currently ava	uilable at the pay rol	l of bidder Form in the	
<u>first</u> enve	elope <b>"TECHNICAL</b>	PROPOS	TAL".			
[The foll	owing table shall be	filled in fo	r the Applicant	]		
	Jse same multiple s urrently available a		_		rity Staff which are	
Date of t	this Bid submission:					
		[insert date (as day, month, and year) of Bid submission]				
Request	for Bid No.:	No.1(27)/2	2025/Services(	Pur)/HEC		
Title of T	Tender:	Tender fo	or Hiring of Se	ecurity Firm / Com	pany for Provision of	
		Security	Services at 1	HEC Premises in	Islamabad, Lahore,	
		Karachi,	Quetta, and P	eshawar		
Page No	· <b>:</b>	Page	of	pages		
Sr. No.	CNIC Number of Staff	Security	Name of	Security Staff	Age as per CNIC on closing date of Tender	
Name of	f the Bidder (Securit	ty Firm / (	Company / Ag	ency / Organization	n):	
_	sert complete name of Designation & Signation		•		/ Organization)] irm's Official Stamp:	



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

## Form 12: List of Security Support Instrument / Equipment which are currently available at the Bidder

Place this List of Security Support Instrument / Equipment which are currently available at the

	ase of larger quantity of Security Support				
	tly available at the Bidder	Instrument /			
on:					
-					
<u>No.1(27</u>	)/2025/Services(Pur)/HEC				
<u>Tender</u>	for Hiring of Security Firm / Company for	Provision of			
Security	Security Services at HEC Premises in Islamabad, Lahore,				
Karach	i, Quetta, and Peshawar				
Page	of pages				
ecurity crument / nent	Description / Dimension with Company	Quantity			
ırity Firm /	/ Company / Agency / Organization):				
ne of Bidder	(Security Firm / Company / Agency / Organiz	zation)]			
	Tender Security Karach Page ecurity rument / nent	[insert date (as day, month, and year) of Bid substance  No.1(27)/2025/Services(Pur)/HEC  Tender for Hiring of Security Firm / Company for  Security Services at HEC Premises in Islamab  Karachi, Quetta, and Peshawar  Page of pages  ecurity  crument / Description / Dimension with Company			



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

## Form 13: List of Weapons which are currently available at the Bidder

Place this List of Weapons which are currently available at the Bidder Form in the first envelope

i iace iiis Li	si oj weupons	will are	currently available at the Diager I orm in the	<u>jirsi</u> envelope		
"TECHNIC	AL PROPOSA	L".				
[The followin	ng table shall b	e filled in f	for the Applicant]			
	same multiple able at the Bid		case of larger quantity of Weapons which a	are currently		
Date of this	Bid submissio	n:				
		[insert date (as day, month, and year) of Bid submission]				
Request for Bid No.:		<i>No.1(27</i>	)/2025/Services(Pur)/HEC			
Title of Tend	ler:	<b>Tender</b>	for Hiring of Security Firm / Company for	<b>Provision of</b>		
		Security Services at HEC Premises in Islamabad, Lahore,				
		Karachi	i, Quetta, and Peshawar			
Page No.:		Page	of pages			
Sr. No.	Name of W	eapon	Description / Dimension with Company	Quantity		
Name of the	Bidder (Secu	rity Firm /	/ Company / Agency / Organization):			
_	•	v	c (Security Firm / Company / Agency / Organization) authorized person with Security Firm's Of	, -		

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Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

# Form 14: List of Weapon Handling Training Institutions from where the Security Staff of the Bidder has obtained the Weapon Handling Training

Place this List of Weapon Handling Training Institutions from where the Security Staff of the Bidder has obtained the Weapon Handling Training Form in the first envelope "TECHNICAL".

[The following table shall be filled in for the Applicant]

	_		in case of larger quantity of List where the Security Staff of the Bid	-		
	Weapon Handling T	Trainin <sub>?</sub>	g			
Date of	f this Bid submission					
		ı	[insert date (as day, month, and year) o	f Bid submission]		
Reques	st for Bid No.:	<i>No.1</i> (	(27)/2025/Services(Pur)/HEC			
Title of	of Tender: <u>Tende</u>		ler for Hiring of Security Firm / Company for Provision of			
		Secu	rity Services at HEC Premises in	Islamabad, Lahore,		
		<u>Kara</u>	chi, Quetta, and Peshawar			
Page N	lo.:	Page	of pages			
Sr. No.	Name of Weap Handling Train Institute		Address of the Weapon Handling Training Institute	Contact Number of Weapon Handling Training Institute		
1.						
2.						
Name (	of the Bidder (Secur	rity Fir	m / Company / Agency / Organization	n):		
[1	insert complete name	of Bide	der (Security Firm / Company / Agency	/Organization)]		

Name, Designation & Signature of authorized person with Security Firm's Official Stamp:



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

# Form 15: List of Fire Fighting Training Institutions from where the Security Staff of the Bidder has obtained the Fire Fighting Training

Place this List of Fire Fighting Training Institutions from where the Security Staff of the Bidder has obtained the Fire Fighting Training Form in the first envelope "TECHNICAL PROPOSAL". [The following table shall be filled in for the Applicant]

Note: Use same multiple sheets in case of larger quantity of List of Fire Fighting Training

Institutions from where the Security Staff of the Bidder has obtained the Fire Fighting

Training

Date o	f this Bid submission						
		l	insert date (as day, month, and year) o	f Bid submission]			
Reque	st for Bid No.:	No.1(	27)/2025/Services(Pur)/HEC				
Title of	f Tender:	Tender for Hiring of Security Firm / Company for Provision of					
		Security Services at HEC Premises in Islamabad, Lahore,					
		Kara	chi, Quetta, and Peshawar				
Page N	No.:	Page	ofpages				
Sr. No.	Name of Fire Fight Training Institut		Address of the Fire Fighting Training Institute	Contact Number of Fire Fighting Training Institute			
1.							
2							
	insert complete name o	of Bida	m / Company / Agency / Organization  der (Security Firm / Company / Agency  of authorized person with Security F	/ Organization)]			



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

## Form 16: Letter of Bid for Financial Proposal

### **INSTRUCTIONS TO BIDDERS:**

Place this Letter of Bid - Financial Proposal in the second envelope marked "FINANCIAL PROPOSAL".

		[insert date (as day, month, and year) of Bid submission]	
Request for Bid No.: Title of Tender:		No.1(27)/2025/Services(Pur)/HEC	
		Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar	
Page	No.:	Page of pages	
To:	Assistant Director Higher Education Sector H-9, Islama	Commission	
	_	er, hereby submit the second part of our Bid, the Financial Proposal. l Proposal, we make the following additional declarations:	
(a)	<b>Bid Validity Period</b> : Our Bid shall be valid for the period specified in <b>BDS 18</b> (as ame if applicable) from the date fixed for the bid submission deadline specified in <b>BDS 2</b> amended, if applicable), and it shall remain binding upon us and may be accepted at any before the expiration of that period:		
(b)	before the expiration		
(b)	before the expiration Total Price: The to	on of that period;	
	[insert the total procurrencies];	on of that period; otal price of our Bid, excluding any discounts offered in item (c) below is:	



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

# Form 17: BILL OF QUANTITIES (BoQs) / PRICE SCHEDULE / FINANCIAL BIDS

[The following table shall be filled in for the Applicant] **Date of this Bid submission:** [insert date (as day, month, and year) of Bid submission] No.1(27)/2025/Services(Pur)/HEC **Request for Bid No.: Title of Tender:** Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar Page No.: Page of Note: BoQs is required to be submitted in a separate sealed envelope in the main package. Rates must be quoted in **PKR** inclusive of all applicable taxes **excluding GST**. Rate of all **(1) (2) (3) (4)** Required **Unit Rate Unit Rate** Rate of all required Quantity (One (One required staff for Sr. **Staff Description** of Staff Staff) Staff) with staff with One Year No. **GST** (per **GST** (per Including without GST (per month) month) **GST** month)  $(1 \times 3)$  $(4 \times 12)$ **Security Supervisors** (01)1. (Male) One SSG Guards (Male) (05)2. with weapon **Five Security Guards** (20)3. (Male) with weapon **Twenty Security Guards (27)** (Male) 'Trained 4. Twenty-Civilian' without Seven weapon **Security Guards** (Female) 'Trained (02)5. Civilian' without Two weapon **Total Bid Amount per year including GST (in numbers)** Total Bid Amount per year including GST (in Words) Name of the Bidder (Security Firm / Company / Agency / Organization):

[insert complete name of Bidder (Security Firm / Company / Agency / Organization)]

Name, Designation & Signature of authorized person with Security Firm's Official Stamp:



**SECTION IX: CONTRACT / AGREEMENT** 



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

тыз	Draft Contract / Agreement  S AGREEMENT made the day of 2025 between Higher
Educ [nam Secu Com WHE viz., Prem Secu	cation Commission (HEC) of Pakistan (hereinafter called "the HEC") of the one part and the of Security Firm / Company / Agency / Organization] of [address, city and country of pany / Agency / Organization] (hereinafter called "the Security Firm pany / Agency / Organization") of the other part:  EREAS the HEC invited Bids for certain Security Firm / Company / Agency / Organization "Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC insises in Islamabad, Lahore, Karachi, Quetta, and Peshawar" and has accepted a Bid by the party Firm / Company / Agency / Organization for Provision of Security Services at HEC insises in the sum of
	[contract price in words and figures] year and inclusive of all taxes) (hereinafter called "the Contract Price"). V THIS CONTRACT WITNESSETH AS FOLLOWS:
1.	In this Contract words and expressions shall have the same meanings as are respectively
2.	assigned to them in the Conditions of Contract referred to.  The Security Firm / Company / Agency / Organization understand that the Bidding
۷.	Document, together with HEC's Award Letter thereof included in Security Firm / Company / Agency / Organization's Letter of Acceptance, shall constitute a binding contract between HEC and Security Firm / Company / Agency / Organization, until a formal contract
3.	agreement is prepared and executed;  The following documents shall be deemed to form and be read and construed as part of this
	Contract, In the event of any ambiguity or conflict between the Contract Documents listed
	below, the order of precedence shall be the order in which the Contract Documents are
	listed below:- (a) This form of Contract;
	(b) the Form of Bid and the Price Schedule submitted by the Bidder;
	(c) the Schedule of Requirements;
	(d) the Technical Specifications;
	(e) the Special Conditions of Contract;
	<ul><li>(f) the General Conditions of the Contract;</li><li>(g) the HEC's Letter of Acceptance; and</li></ul>
	<ul><li>(g) the HEC's Letter of Acceptance; and</li><li>(h) Technical Evaluation Criteria</li></ul>
4.	This contract / agreement shall remain enforce initially for a period of <b>one (01) year</b> with a trial / probationary period of initial <b>three (03) months</b> commencing from

If the performance of the Security Firm / Company / Agency / Organization will be found 5. Satisfactory during the trial / probationary period, then it will be continued for further **nine** (09) months commencing from to The **HEC** reserves the right to extend the contract period till the hiring of new Security 6. Firm / Company / Agency / Organization firm up to maximum of three years in total;

subject to the satisfactory performance of the Security Firm / Company / Agency / Organization as well as on mutual agreement regarding the same rates along-with the same terms and conditions basis.



- 7. In consideration of the payments to be made by the **HEC** to the Security Firm / Company / Agency / Organization as hereinafter mentioned, the Security Firm / Company / Agency / Organization hereby covenants with the **HEC** to provide the **Provision of Security Services at HEC Premises** as per **Section V "Schedule of requirements"** and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 8. The Security Firm / Company / Agency / Organization shall not be allowed to sublet or sublease the whole or any part of the Provision of Security Services at HEC Premises to any other firm / Agency etc. whatsoever during the contract period.
- 9. The **HEC** hereby covenants to pay the Security Firm / Company / Agency / Organization in consideration of the **provision of the Provision of Security Services at HEC Premises**, the **Contract Price** inclusive of GST as per following details: (copy of financial bid is also annexed):

Sr. No.	Staff Description	(1) Required Quantity of Staff	(2) Unit Rate (One Staff) without GST (per month)	(3) Unit Rate (One Staff) with GST (per month)	(4) Rate of all required staff with GST (per month) (1 × 3)	Rate of all required staff for One Year Including GST (4 × 12)
1.	Security Supervisors (Male)	(01) One				
2.	SSG Guards (Male) with weapon	(05) Five				
3.	Security Guards (Male) with weapon	(20) Twenty				
4.	Security Guards (Male) 'Trained Civilian' without weapon	(27) Twenty- Seven				
5.	Security Guards (Female) 'Trained Civilian' without weapon	(02) Two				
Tota	l Bid Amount per year	including G	ST (in numb	oers)		
	l Bid Amount per year iding GST (in Words)					

- 10. The Security Firm / Company / Agency / Organization shall have to furnish the Performance Guarantee from a Scheduled Bank in the form of Bank Draft or Pay order amounting to Rs.1,500,000/- (Rupees One Million Five Hundred Thousand only) drawn in favour of Higher Education Commission along-with the letter of acceptance.
- 11. Payment will be made in Pak Rupees through crossed cheque within thirty (30) days after the receipt of complete Invoice along-with Sales Tax Invoice at the **HEC** subject to the satisfactory performance report of Security Firm / Company / Agency / Organization from the **HEC** regarding Provision of Security Services at HEC Premises.



- 12. Income Tax or any other tax imposed by the Government of Pakistan from time to time shall be deducted from the bill of Security Firm / Company / Agency / Organization and GST shall be paid as per Govt. of Pakistan's rules. No additional amount shall be paid by the HEC whatsoever.
- 13. If the Govt. of Pakistan revise the GST then it may be applied accordingly on this contract subject to its approval from the competent authority i.e. Executive Director (HEC).
- 14. The Security Firm / Company / Agency / Organization shall be held responsible for payment of the salaries to the Security Firm / Company / Agency / Organization staff well in time according to the Govt. of Pakistan's minimum applicable wages and as per the existing labor laws. Any taxes, levies or profit of the Security Firm / Company / Agency / Organization shall not affect the standard take home wages of the Security Firm / Company / Agency / Organization staff;
- 15. If the Govt. of Pakistan revise the minimum wages rate then it may be applied accordingly on this contract subject to the provision of documentary evidences in the form of Security Staffs' verified Bank Statements with the monthly invoice / bill by the Security Firm / Company / Agency / Organization substantiating the provision of the enhanced salary to their Security Staff in accordance with the Govt. of Pakistan's minimum wages rate as well as its approval from the competent authority i.e. Executive Director (HEC).
- 16. The Security Firm / Company / Agency / Organization shall provide the attested copies by the Head of Firm as per **Section 36 of GCC** for all the Security Firm / Company / Agency / Organization staff who will be deployed by the Security Firm / Company / Agency / Organization for the Provision of Security Services at HEC Premises.
- 17. Security Firm / Company / Agency / Organization staff of the Security Firm / Company / Agency / Organization must wear the distinct uniform 'provided by the Security Firm / Company / Agency / Organization' bearing the Security Firm / Company / Agency / Organization's and Janitor's name. This uniform shall be comprised of P-Cap, Shirt, Reflective vest, Pant, Shoes, masks, gloves, and Raincoats (for rainy season only).
- 18. The machinery for Security Firm / Company / Agency / Organization work (**As per Schedule of Requirement at Section V**) shall be provided by the Security Firm / Company / Agency / Organization at its own cost as and when required by the **HEC**. In case of error/fault in this machinery/equipment, the Security Firm / Company / Agency / Organization shall provide its services for their repair and maintenance at its own cost. Moreover, in case of unserviceability, this machinery shall be replaced by the Security Firm / Company / Agency / Organization at its own cost. The **HEC** shall not pay any additional charges for the purposes.
- 19. During the whole contract period, the Schedule of Required Services / deliverables shall be strictly followed in such a manner that all the services are efficiently carried out within targeted response time and the Premises of **HEC** remain clean and tidy all the time. Initially, the Security Firm / Company / Agency / Organization shall perform all type of services (daily, weekly, fortnightly and occasional & need basis) during the 1<sup>st</sup> Month of the Contract Agreement in order to substantiate its capacity as well as capabilities;
- 20. The Security Firm / Company / Agency / Organization shall also ensure periodic checks of Security Firm / Company / Agency / Organization staff deployed at various locations of the HEC to ensure the quality services at all times;
- 21. The Security Firm / Company / Agency / Organization shall be bound to provide the Provision of Security Services at HEC Premises at Higher Education Commission (HEC).



- The Provision of Security Services at HEC Premises of the Security Firm / Company / Agency / Organization may also be acquired by all the HEC Regional Centers (Peshawar, Lahore, Karachi and Quetta) on same rates as well as same terms and condition basis.
- 22. Male Security Firm / Company / Agency / Organization staff shall be deployed by the Security Firm / Company / Agency / Organization as per Schedule of Requirements vide Section V; however, HEC reserve the right to demand the Security Firm / Company / Agency / Organization services of female janitor(s) as per its requirement. The Security Firm / Company / Agency / Organization does not have any right to depute female janitor(s) at its own discretion.
- 23. The **HEC** reserves the right to increase or decrease in the required Security Firm / Company / Agency / Organization staff and services originally specified in the Schedule of Requirements as per Section V without any change in unit price or other terms and conditions.
- 24. The Security Firm / Company / Agency / Organization shall not be allowed to change or replace the Security Firm / Company / Agency / Organization Staff from the **HEC** without prior permission from the Director General (Services) of HEC.
- 25. The Security Firm / Company / Agency / Organization staff of the Security Firm / Company / Agency / Organization will be bound to act in accordance with the lawful instructions / orders of **HEC**. On the identification by **HEC**, if any of the Security Firm / Company / Agency / Organization staff of Security Firm / Company / Agency / Organization is found unfit for duty or disobey the instructions / orders of **HEC**, he/she shall be replaced immediately by the Security Firm / Company / Agency / Organization with suitable Security Firm / Company / Agency / Organization staff.
- 26. After completion of the work on daily basis, the Security Firm / Company / Agency / Organization staff must stay at the place of duty (relevant floor) so that he / she will be accessible for the HEC Staff of the relevant floor in order to perform the duty as mentioned in the schedule of requirement.
- 27. The Security Firm / Company / Agency / Organization must ensure that their Security Firm / Company / Agency / Organization staff which will be deployed at the premises of the **HEC** 'for Provision of Security Services at HEC Premises are not addicted to the smoking or any kind of drugs and alcohol etc.
- 28. The Security Firm / Company / Agency / Organization ensure that every Security Firm / Company / Agency / Organization staff shall not be involved in any type of activity against the **HEC** and abide by all the rules, follow all the SoPs and orders which will be extended by the **HEC** from time to time; otherwise, the Security Firm / Company / Agency / Organization shall be held responsible, and action shall be taken as decided by the **HEC**.
- 29. The duty shift of Security Firm / Company / Agency / Organization staff will be twelve (12) hours per day, and they will work for throughout the week. The Security Firm / Company / Agency / Organization must keep entry and exist record of its Security Firm / Company / Agency / Organization Staff deployed at the premises of the **HEC**.
- 30. In case of any emergency, the Security Firm / Company / Agency / Organization needs to have adequate resources available to provide back up at desired location(s);
- 31. No room will be provided by **HEC** for the residence of Security Firm / Company / Agency / Organization staff of Security Firm / Company / Agency / Organization. Also no food and transportation will be provided by **HEC** to the Security Firm / Company / Agency / Organization staff of Security Firm / Company / Agency / Organization.



- 32. The Inspection Committee constituted by Director General (Services) HEC will occasionally visit at any place and may submit report to Estate Section to take necessary action against the bad performance regarding provision of the Provision of Security Services at HEC Premises by the Security Firm / Company / Agency / Organization;
- 33. In case of leave / absence of Security Firm / Company / Agency / Organization staff from the duty, the Security Firm / Company / Agency / Organization shall be the sole responsible for provision of the suitable replacement during the period. Moreover, the Security Firm / Company / Agency / Organization must ensure the arrival and departure of their Security Firm / Company / Agency / Organization Staff at proper time. The work as well as the performance of the Security Firm / Company / Agency / Organization and their Security Firm / Company / Agency / Organization Staff 'deployed at the premises of the HEC' shall be monitored and penalties shall be imposed in the light of GCC 43 "Inspection and Penalties" of the bidding document.
- 34. The Security Firm / Company / Agency / Organization shall be held responsible for any damage to the property caused during cleaning and housekeeping. Moreover, the Security Firm / Company / Agency / Organization shall also be held responsible to make up the loss upto Rs.200,000/- (Two hundred thousand only) directly caused by the negligence / mishandling of any item of HEC by the Security Firm / Company / Agency / Organization Staff of Security Firm / Company / Agency / Organization against single incident after depreciation cost. The matter will be investigated by the HEC and the Security Firm / Company / Agency / Organization. In case of any dispute, the decision of the Executive Director HEC shall be binding on both the parties.
- 35. In case of any unsatisfactory services or complaint or misusing its services or presence at the premises of HEC or substandard performance rendered by the Security Firm / Company / Agency / Organization or its Security Firm / Company / Agency / Organization staff during the probationary period, the HEC reserves the right to terminate the contract / agreement.
- 36. In case of any unsatisfactory services or complaint or misusing its services or presence at the premises of HEC or substandard performance rendered by the Security Firm / Company / Agency / Organization or its Security Firm / Company / Agency / Organization staff after the probation period, HEC will give one-month advance Notice 'in writing' to the Security Firm / Company / Agency / Organization to improve its performance. If the Security Firm / Company / Agency / Organization fails to improve its performance after receiving this Notice, the HEC will serve a Reminder Notice 'in writing' to the Security Firm / Company / Agency / Organization to improve its performance. If the Security Firm / Company / Agency / Organization fails to improve its performance after receiving notice from HEC, the HEC reserves the right to terminate the contract / agreement.
- 37. If the Security Firm / Company / Agency / Organization does not pay the quoted wages to the Security Firm / Company / Agency / Organization staff (as per the Government rules), Director General (Services) or its nominated representative can, on receipt of complains, impose penalty to the Security Firm / Company / Agency / Organization and make deductions in the monthly bills which deems necessary. Furthermore, receipt of at least three complaints in this regard will make grounds enough for termination of the contract / agreement.
- 38. In case of contract termination due to any reason, either during the probation period or after the probation period, the 100% performance guarantee amount 'submitted by the Security



Tender for Hiring of Security Firm / Company for Provision of Security Services at HEC Premises in Islamabad, Lahore, Karachi, Quetta, and Peshawar

Firm / Company / Agency / Organization' shall be forfeited in favour of HEC and no claim regarding any kind of damages for the remaining period of the contract / agreement shall be entertained / accepted from the Security Firm / Company / Agency / Organization. Furthermore, the matter of respective Bidder will be proceeded for blacklisting purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(51) "Mechanism of Blacklisting" as well as it will be reported to PPRA with reference to the Rule 19 of PPRA Rules.. Furthermore, the offer for award of contract will be given to the next ranked bidder to get the work done at the risk and cost of the 1st bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.

- 39. The Performance Guarantee will be discharged by the HEC and returned to the Security Firm / Company / Agency / Organization not later than sixty (60) days following the date of completion of the Security Firm / Company / Agency / Organization's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
- 40. In case of any dispute between **HEC** and the Security Firm / Company / Agency / Organization, the dispute will be settled as per Section 31, 32 & 33 etc. of GCC.
- 41. All the Terms and Conditions already mentioned in the bidding document (RFP) shall also be considered as a part of this contract / agreement.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

Security Firm / Company / Agency / Organization	Director General (Services) Higher Education Commission Islamabad		
itness:			
Security Firm / Company / Agency / Organization's Witness	Assistant Director (Services) Higher Education Commission Islamabad		