

Bidding Document



Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

Bilal Ahmad

Assistant Director (Services)

Higher Education Commission

Sector H-9, Islamabad - Pakistan

Telephone: + 92-51-9040-1509

Email: biahmed@hec.gov.pk | **Website:** <http://www.hec.gov.pk>



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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 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 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 will obtain services from Vendor / Services Supplier for provision of Janitorial and Horticulture Services for HEC premises at Islamabad through Service Level Agreement as well as the act of agreeing or of coming to a mutual agreement.

Integrity Pact

The successful bidder shall be required to furnish the Integrity Pact as per the given format.



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PART – A: BIDDING PROCEDURE & REQUIREMENTS

SECTION – I: INVITATION TO BIDS



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Bid No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/ for Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

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 [insert 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 2025-26. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for Provision of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement.
3. Higher Education Commission (HEC) now invites sealed bids from well-established / reputed and local (Islamabad / Rawalpindi) based Janitorial and Horticulture Services providers, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue.
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. Bidding documents, containing detailed terms and conditions, etc. are available at the Services Division, Room # 7-04, Ground Floor, Cafeteria Block (7), Higher Education Commission, Sector H-9, Islamabad. Price of the bidding document is Rs.500/- (non-refundable) which is required to be deposited in **HEC’s Account No. 17427900133401 of Habib Bank Limited (HBL) SRC Branch, H-9, Islamabad** or in **HEC Finance Division**. The same complete set of bidding documents can also be downloaded from Higher Education Commission (HEC) website www.hec.gov.pk or PPRA website www.ppra.org.pk and EPADS Portal <https://eprocure.gov.pk>.
6. The tendering process is open for all national applicants only subject to fulfilling the eligibility requirements mentioned in the respective bidding documents. Interested bidder(s) may obtain tender document from the Higher Education Commission (HEC) at the address mentioned below during the office hours from 0800 to 1600 hrs on production of bidding document fee @ Rs.500/- (Rupees Five Hundred only) non-refundable.
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. All the pages of bid are required to be signed and stamped by the Bidder.
8. 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 PROCUREMENT OF JANITORIAL AND



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HORTICULTURE SERVICES FOR HEC PREMISES AT ISLAMABAD THROUGH SERVICE LEVEL AGREEMENT”. If the envelopes are not prepared or marked as per aforementioned guidelines, Higher Education Commission (HEC) shall take no responsibility for the misplacement / premature opening of the bidding document whatsoever.

9. All the **Technical Bids** 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.300,000/- (Rupees Three Hundred Thousand only)** drawn in favour of **Higher Education Commission (HEC)**.
10. The bidding documents (in physical form) must be delivered to the address mentioned below on or before **24th June 2025 latest by 1330 hrs (01:30 pm)**. In addition, the bidding documents (in soft form) must be submitted / uploaded on PPRA Electronic Government Procurement (eGP) e-Pak Acquisition & Disposal System (EPADS) on or before **24th June 2025 latest by 1330 hrs (01:30 pm)**. No bidding document shall be accepted if any of the above submission formats (physical form at HEC and soft form at PPRA-EPADS) will be missed by the bidder.
11. The technical part of the bids will be opened on **24th June 2025 at 1400 hrs (02:00 pm)**, 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.
12. Late or incomplete bid(s) will be rejected.
13. The bidder(s) shall bear all the costs/expenses associated with the preparation and submission of the 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.
14. 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.
15. 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.
16. Only the selected bidders shall be entitled to participate in further procurement proceedings, i.e. the opening of the Financial Bids.
17. 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 upto maximum of three years on same rates as well as same terms and conditions basis.

Bilal Ahmad

Assistant Director (Services)

Higher Education Commission

Sector H-9, Islamabad - Pakistan

Telephone: + 92-51-9040-1509 | **Fax:** +92-51-9040-1502

Email: biahmed@hec.gov.pk | **Web URL:** <http://www.hec.gov.pk>



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SECTION – II: INSTRUCTION TO BIDDERS (ITBs)

A. Introduction

1. Scope of Application

- 1.1. The Higher Education Commission (HEC), as indicated in the Bid Data Sheet (BDS) invites Bids for the **provision of Janitorial and Horticulture Services for HEC premises at Islamabad through service level agreement** as specified in the BDS and **Section – V**. The successful Bidder will be expected to provide **Janitorial and Horticulture Services for HEC premises at Islamabad through Service Level Agreement** within the specified period and timeline(s) as stated in the BDS.

2. Source of Funds

- 2.1. Higher Education Commission (HEC) Budget head “Janitorial Expenses” & “Maintenance of Garden”.

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 are required to be signed and stamped by the Bidder.
- 3.3. The invitation for Bids is open to all prospective bidders 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 Bidders are not allowed to participate in this procurement.
- 3.5. 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
 - (h) Submit more than one Bid in this Bidding process.
- 3.6. A Bidder may be ineligible if:
- (a) he is declared bankrupt or, in the case of company or firm, insolvent;
 - (b) 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;



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- (c) legal proceedings are instituted against such Bidder 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;
 - (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) 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.
 - (f) The firm, bidder or contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
- 3.7. 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.
- 3.8. 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. Eligible Services

- 4.1. 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.
- 4.2. For purposes of this Clause, “origin” means the place from where the related services are to be supplied.

5. One Bid per Bidder

- 5.1. A bidder shall submit only one Bid, in this bidding process in any arrangement.
- 5.2. In the bidding process, none of the bidder is allowed to submit a bid with multiple names of bidders.
- 5.3. 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.
- 5.4. A person or a firm cannot participate as a sub-contractor in this bidding process.

6. Cost of Bidding

- 6.1. 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

7. Contents of Bidding Documents

- 7.1. 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 Documents which should be read in conjunction with any addenda issued in accordance with *ITB 9.2* include:

- Section – I:** Invitation to Bids
Section – II: Instructions to Bidders (ITBs)
Section – III: Bid Data Sheet (BDS)



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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, Performance Guarantee Form And Integrity Pact

- 7.2. The number of copies to be completed and returned with the Bid is specified in the **BDS**.
- 7.3. 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.
- 7.4. 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). Higher Education Commission (HEC) shall place the pdf version to facilitate the bidder for filling the forms.
- 7.5. 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.

8. Clarification of Bidding Documents

- 8.1. 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.
- 8.2. 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 three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 23.1**.
- 8.3. 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.
- 8.4. Should the Higher Education Commission (HEC) deem it necessary to amend the Bidding Documents as a result of clarification, it shall do so following the procedure under **ITB 9**.

9. Amendment of Bidding Documents

- 9.1. 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.
- 9.2. Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to **ITB 7.1** 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



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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.

- 9.3. 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

10. Language of Bid

- 10.1. 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.

11. Documents, Sample(s) and Services Constituting the Bid

- 11.1. The Bid prepared by the Bidder shall constitute the following components:
- (a) Form of Bid and Bid Prices completed in accordance with **ITB 14** and **ITB 15**;
 - (b) Details of the Sample(s) where applicable and requested in the BDS.
 - (c) Documentary evidence established in accordance with **ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process;
 - (d) Documentary evidence established in accordance with **ITB 13.3(a)** that the Bidder has been authorized to deliver the services in Pakistan, where required.
 - (e) Documentary evidence established in accordance with **ITB 12** 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 18**;
 - (g) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid;
 - (h) The bidder shall need to perform all type of services 'as mentioned in the **Schedule of Required Services / Deliverables as per Section – V Sub Section 2** during the Technical Evaluation Process in front of the authorized Technical Evaluation Committee in order to substantiate bidder's capacity as well as capabilities; and
 - (i) Any other document required in the BDS.
- 11.2. 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;



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- (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.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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).

12. Documents Establishing Eligibility of Services and Conformity to Bidding Documents

- 12.1. Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing eligibility in conformity to the terms and conditions specified in the Bidding Documents for all services which the Bidder proposes to deliver.
- 12.2. The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3. 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:
- (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.
- 12.4. 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).
- 12.5. For purposes of the commentary to be furnished pursuant to **ITB 12.3(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.



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- 12.6. 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.

13. Documents Establishing Eligibility and Qualification of the Bidder

- 13.1. Pursuant to **ITB 11**, 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.
- 13.2. 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".
- 13.3. 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.

14. Form of Bid

- 14.1. 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.

15. Bid Prices

- 15.1. The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified in **ITB 15** or exclusively mentioned hereafter in the bidding documents.
- 15.2. All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If the Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
- 15.3. 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.

- 15.4. The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the Bid, excluding any discounts offered.
- 15.5. 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.



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- 15.6. 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 28**.
- 15.7. 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.

16. Bid Currencies

- 16.1. 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.
- 16.2. 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 (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

17. Bid Validity Period

- 17.1. 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.
- 17.2. 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 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 18** 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 18** in all respects.

18. Bid Security

- 18.1. Pursuant to **ITB 11**, 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).
- 18.2. 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 18.9**.
- 18.3. 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



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apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder;

- 18.4. 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.
- 18.5. 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 18.9** are invoked.
- 18.6. Any Bid not accompanied by a Bid Security in accordance with **ITB 18.1** or **ITB 18.3** shall be rejected by the Higher Education Commission (HEC) as non-responsive, pursuant to **ITB 28**.
- 18.7. 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 17**. 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 security is required by the Bidding 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 Bidding documents stipulate that no such withdrawal is permitted.
- 18.8. The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to **ITB 41** and furnishing the performance guarantee, pursuant to **ITB 42**.
- 18.9. 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 17.2**; or
 - (ii) does not accept the correction of errors pursuant to **ITB 30.3**; 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 42**; or
 - (iii) to furnish performance guarantee in accordance with **ITB 43**.

19. Alternative Bids by Bidders

- 19.1. 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 19.2** shall prevail.
- 19.2. 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.
- 19.3. 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



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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).

20. Withdrawal, Substitution, and Modification of Bids

- 20.1. 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.
- 20.2. Bids requested to be withdrawn in accordance with *ITB 20.1* shall be returned unopened to the Bidders.

21. Format and Signing of Bid

- 21.1. The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS, clearly marking each “ORIGINAL” and “COPY,” as appropriate. In the event of any discrepancy between them, the original shall prevail:
Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
- 21.2. The original and the copy or copies of the 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 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, shall be initialed by the person or persons signing the Bid.*
- 21.3. 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

22. Sealing and Marking of Bids

- 22.1. **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 Sub-Clause 21.2.
- 22.2. The inner and outer envelopes shall:
 - (a) be addressed to the Higher Education Commission (HEC) at the address provided in the Bidding Data;



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- (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 23.1**.
 - (c) In addition to the identification required in Sub-Clause **ITB 21.2** 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 24**.
- 22.3. If all envelopes are not sealed and marked as required by **ITB 22.1 & ITB 22.2** or incorrectly marked, the Higher Education Commission (HEC) will assume no responsibility for the misplacement or premature opening of Bid.

23. Deadline for Submission of Bids

- 23.1. Bids shall be received by the Higher Education Commission (HEC) not later than the date and time specified in the **BDS**.
- 23.2. 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 9**, 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.
- 23.3. The bidding documents (in physical form) must be delivered to the address mentioned above before the deadline in accordance with **ITB 9**.
- 23.4. In addition, the bidding documents (in soft form) must be submitted / uploaded on PPRA Electronic Government Procurement (eGP) e-Pak Acquisition & Disposal System (EPADS) before the deadline in accordance with **ITB 9**.
- 23.5. No bidding document shall be accepted if any of the above submission formats (physical form at HEC and soft form at PPRA-EPADS) will be missed by the bidder.

24. Late Bids

- 24.1. 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 23**.
- 24.2. 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.

25. Withdrawal of Bids

- 25.1. 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.
- 25.2. A revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred to in **ITB 25.1**.

E. OPENING AND EVALUATION OF BIDS

26. Opening of Bids

- 26.1. The Higher Education Commission (HEC) will 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.
- 26.2. 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.



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- 26.3. First, envelopes marked “WITHDRAWAL” shall be opened and 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.
- 26.4. 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.
- 26.5. 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.
- 26.6. Other envelopes holding the Bids shall be opened one at a time, In 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 custody of the Higher Education Commission (HEC) until the specified time of their opening.
- 26.7. 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.
- 26.8. 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.
- 26.9. 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.
- 26.10. 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 24**.
- 26.11. 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,



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including any discounts and alternative offers and the presence or absence of a Bid Security.

- 26.12. 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.
- 26.13. A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
- 26.14. In 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.

27. Confidentiality

- 27.1. 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.
- 27.2. 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.
- 27.3. Notwithstanding **ITB 27.2** 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.

28. Clarification of Bids

- 28.1. 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.
- 28.2. 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, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Higher Education Commission (HEC) in the evaluation of Bids should be sought in accordance with **ITB 31**.
- 28.3. 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;



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- 28.4. 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.

29. Preliminary Examination of Bids

- 29.1. 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.

- 29.2. 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.

- 29.3. The Higher Education Commission (HEC) will confirm that the documents and information specified under *ITB 11*, *ITB 12* and *ITB 13* 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.

- 29.4. 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 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



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signature and submits evidence of such authorization and the bid carries such a signature.

- 29.5. 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.
- 29.6. 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.
- 29.7. 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:
- 29.7.1. Incomplete information;
 - 29.7.2. Subjective, conditional and partial offers;
 - 29.7.3. Received without affidavit as per given sample;
 - 29.7.4. Received without NTN and GST certificates;
 - 29.7.5. Package received without Financial Bid;
 - 29.7.6. Package received with opened Financial bid;
 - 29.7.7. Package received without earnest money / bid security money;

30. Examination of Terms and Conditions; Technical Evaluation

- 30.1. 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.
- 30.2. The Higher Education Commission (HEC) shall evaluate the technical aspects of the Bid submitted in accordance with **ITB 22 & Section – V – Sub Section “Technical Evaluation Criteria”**, to confirm that all requirements specified in **Section – V – Sub Section “Schedule of Requirements”** have been met without material deviation or reservation.
- 30.3. 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 29**, it shall reject the Bid.

31. Correction of Errors

- 31.1. 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;



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- (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.
- 31.2. 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 18.9**.
- 32. Conversion to Single Currency**
- 32.1. 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 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.
- 32.2. 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 in the BDS.
- 33. Evaluation of Bids**
- 33.1. The Higher Education Commission (HEC) shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 29**.
- 33.2. 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.
- 33.3. The Higher Education Commission (HEC)'s evaluation of a Bid will take into account:
- (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;
- 33.4. In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with **ITB 15.1**, take account of one or more of the following factors as specified in the BDS, and quantified in **ITB 33.5**:
- (a) delivery schedule offered in the Bid;
 - (b) other specific criteria indicated in the TBS and/or in the Technical Specifications
- 33.5. For factors retained in BDS, pursuant to **ITB 33.4** one or more of the following quantification methods will be applied, as detailed in the BDS:
- (a) *Delivery schedule.*
 - (i) 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*



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- (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.

- 33.6. 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.

34. Domestic Preference

- 34.1. 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.

35. Determination of Most Advantageous Bid

- 35.1. In the event where the Higher Education Commission (HEC) adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant, and substantially responsive shall be the Most Advantageous Bid.

- 35.2. 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



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on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.

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

36.1. 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.

36.2. 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 a 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.

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.
- 36.3. 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 13.3**.
- 36.4. 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



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Bidder's qualifications submitted by the Bidder, pursuant to **ITB 13.3**, 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.

- 36.5. 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.

- 36.6. 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

37. Criteria of Award

- 37.1. Subject to **ITB 36** and **ITB 38**, 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, 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.

38. Negotiations

- 38.1. 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 Bidding documents;
 - (c) a minor amendment to the special conditions of Contract;
 - (d) finalizing payment arrangements;
 - (e) delivery arrangements;
 - (f) the methodology for provision of related services;
- OR
- (g) clarifying details that were not apparent or could not be finalized at the time of Bidding;
- 38.2. 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.

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

- 39.1. Notwithstanding **ITB 37**, 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



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Authority (i.e. PPRA) may call from the Higher Education Commission (HEC) for the justification of those grounds.

- 39.2. 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.

40. HEC's Right to Increase or Decrease Quantities and Change of Duty place

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

41. Notification of Award

- 41.1. 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.
- 41.2. 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 Letter of Acceptance 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).
- 41.3. The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance guarantee in accordance with **ITB 43** and signing of the contract in accordance with **ITB 42.2**.
- 41.4. Upon the successful Bidder's furnishing of the performance guarantee pursuant to **ITB 43**, the Higher Education Commission (HEC) will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security of the Bidders pursuant to **ITB 18.7**.

42. Signing of Contract

- 42.1. 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 (RFP)), incorporating all terms and conditions as agreed by the parties to the contract.
- 42.2. The formal contract / agreement on stamp paper comprising of six (06) 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 upto maximum of three years on same rates as well as same terms and conditions basis.
- 42.3. 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.
- 42.4. Where no formal signing of a contract is required, the purchase order issued to the bidder shall be construed to be the contract.



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43. Performance Guarantee

- 43.1. 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.
- 43.2. 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
- 43.3. Any Performance Guarantee submitted shall be enforceable in Pakistan.
- 43.4. The proceeds of the Performance Guarantee shall be payable to the Higher Education Commission (HEC) as a compensation for any loss resulting from the Vendor / Services Supplier's failure to complete its obligations under the Contract.
- 43.5. Failure of the successful Bidder to comply with the requirement of **ITB 43.1** 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)(49) "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.
- 43.6. 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 Successful bidder; 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)(49) "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.
- 43.7. 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)(49) "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.
- 43.8. The Performance Guarantee will be discharged by the Higher Education Commission (HEC) and returned to the Vendor / Services Supplier at the earliest not later than sixty (60) days following the date of completion of the Vendor / Services Supplier's performance



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obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

44. Advance Payment

- 44.1. The advance payment shall not be provided in any case.

45. Arbitrator

- 45.1. The Arbitrator shall be appointed by mutual consent of both parties as per the provisions specified in the SCC.
- 45.2. 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.

46. Corrupt & Fraudulent Practices

- 46.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Supplier/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

47. Constitution of Grievance Redressal

- 47.1. 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.

48. GRC Procedure

- 48.1. 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.
- 48.2. 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.
- 48.3. In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
- 48.4. 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:
Provided that the complainant may raise an objection on any part of the final evaluation report in the case where single stage one envelop bidding procedure is adopted.
- 48.5. The GRC, in both cases, shall investigate and decide upon the complaint within ten days of its receipt.
- 48.6. 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.



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- 48.7. 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.
- 48.8. 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.
- 48.9. 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.
- 48.10. 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

49. Mechanism of Blacklisting

- 49.1. 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;
- 49.2. 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.
- 49.3. 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.
- 49.4. 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.
- 49.5. 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.
- 49.6. 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.
- 49.7. 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.



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- 49.8. 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.
- 49.9. 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).
- 49.10. 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.
- 49.11. 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.
- 49.12. 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.



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SECTION – III: BID DATA SHEET (BDS)

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders		
A. Introduction				
1	1.1	Name of Procuring Agency:		Higher Education Commission (HEC)
		The subject of procurement is:		Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement
		Period for provision of Services:		One (01) year extendable upto maximum of three years.
		Commencement date for provision of services:		Date of signing of Contract / Agreement.
2	2.1 & 2.2	Financial year for the operations of the Higher Education Commission (HEC):		2025-26
		Name of Project:		Procurement of Janitorial and Horticulture Services for HEC premises at Islamabad through Service Level Agreement
		Name of financing institution:		Higher Education Commission (HEC)
4	3.1	Maximum number of members in the joint venture, consortium or association shall be:		Not Applicable
4	4.1	Ineligible countries are:		Israel, India, Armenia, Taiwan
B. Bidding Documents				
7	7.2	The number of documents to be completed and returned to Higher Education Commission (HEC)		One Original only
8	8.1	The address for clarification of Bidding Documents is:		Mr. Bilal Ahmad Assistant Director (Services) Room # 7-04, Ground Floor, Cafeteria Block (7), Higher Education Commission, Sector H-9, Islamabad + 92-51-9040-1509 biahmed@hec.gov.pk
	8.5	Pre-bid meeting:		Pre-bid meeting will not be held.



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BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders	
C. Preparation of Bid			
9	10.1	The Language of all correspondences and documents related to the Bid is:	English
10	11.1(h)	Detail of sample(s) to be submitted with the Bid are:	Not Applicable
11	11.2 (b)	Characteristics:	Not Applicable
12	11.1 (h)	In addition to the documents stated in ITB 11, Bidder shall need to perform all type of services ‘as mentioned in the Section V Clause 3.6’ during the Technical Evaluation Process in front of the authorized Technical Evaluation Committee in order to substantiate Bidder’s capacity as well as capabilities:	Applicable
13	12.3 (c)	Other procurement specific documentation requirements are:	Not Applicable
14	12.4	Spare parts required for [specify number of years] of years of operation.	Not Applicable
15	13.3 (b)	The qualification criteria required from Bidders in ITB 13.3(b) is modified as follows: [list criteria]. The Bidder is required to include with its Bid, documentation stating that it has been duly authorized to provide in Pakistan, the services indicated in its Bid.	Documentary evidence.
16	15.6 15.7 (a) (iii), (iv) (optional)	For services obtained within Pakistan the price quoted shall be <i>/Specify EXW and whether prices for inland transportation</i>	Pak Rupees only



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BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders	
		<i>and price incidental services must be quoted in addition to EXW</i>	
17	15.7 (a)(i) & 15.6 (b)(i)	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.]	Not Applicable
	(ii), (iii) (optional) (iv), (v) (optional)	[Specify whether FOB or FCA prices (or other terms, CFR, or CPT) are required pursuant to ITB 15.7 (b) (ii) or (iii).] [Specify whether prices for inland transportation and prices of incidental services, pursuant to ITB 15.7 (b) (iv) and (v), must be quoted in addition to the above Applicable INCOTERM prices.]	Not Applicable
18	16.1 (a)	(a) For services originating in Pakistan the currency of the Bid shall be:	Pak Rupees only
		(b) For services originating outside Pakistan, the Bidder shall express its Bid in any convertible currency.	Not Applicable
19	16.2	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	Not Applicable



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BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders	
		rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.	
20	17.1	The Bid Validity period shall be:	120 Days
21	18.1	The amount of Bid Security shall be:	Rs.300,000/- (Rupees Three Hundred Thousand only)
		The currency of the Bid Security shall be:	Pak Rupees only
		Indicate whether Bid Securing Declaration is applicable:	Not Applicable
22	18.3	The Bid Security shall be in the form of:	Bid Security from a scheduled bank in the form of Bank Draft or Pay Order drawn in favour of Higher Education Commission (HEC)
23	18.3 (c)	Other forms of security are:	Not Applicable
24	19.1	Alternative Bids to the requirements of the Bidding Documents:	Alternative Bids will not be permitted.
25	21.1	The number of copies of the Bid to be completed and returned:	One Original only
26	21.2	Written confirmation of authorization are: [list acceptable confirmation of authorizations]	As mentioned in ITB
D. Submission of Bids			
27	22.2 (a)	Bid shall be submitted to HEC: Street address: Building/Plot No. Floor/Room No.: City/Town:	Mr. Bilal Ahmad Assistant Director (Services) Room # 7-04, Ground Floor, Cafeteria Block (7), Higher Education Commission, Sector H-9, Islamabad + 92-51-9040-1509 biahmed@hec.gov.pk



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BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders	
		Bid shall be submitted through PPRA website:	The bidding documents (in soft form) must be submitted / uploaded on PPRA Electronic Government Procurement (eGP) e-Pak Acquisition & Disposal System (EPADS) before the deadline. No bidding document shall be accepted if any of the submission formats (physical form at HEC and soft form at PPRA-EPADS) will be missed by the bidder.
28	22.2 (b)	Title of the subject Procurement or Project name:	Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement
		ITB No:	2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/
		Date and Time for submission (Physical form at HEC & Soft form at PPRA Website):	24 th June 2025 at 1330 hrs (01:30 pm)
29	23.1	The deadline for Bid submission is Day (Physical form at HEC & Soft form at PPRA Website):	Tuesday
		The deadline for Bid submission is Date (Physical form at HEC & Soft form at PPRA Website):	24 th June 2025
		The deadline for Bid submission is Time (Physical form at HEC & Soft form at PPRA Website):	1330 hrs (01:30 pm)
E. Opening and Evaluation of Bids			
30	26.1	The Bid opening shall take place at: Street address: Floor/Room No: Building/Plot No.: City/Town: Country: Day:	Mural Hall, Auditorium Block (04), Ground Floor, Higher Education Commission (HEC), Sector H-9, Islamabad, Pakistan Tuesday



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BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders	
		Date: Time:	24 th June 2025 1400 hrs (02:00 pm)
31	32.2	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is:	Pak Rupees only
		The source of currency exchange rate shall be:	Not Applicable
		The date of exchange rate shall be:	Not Applicable
32	35	<p>Evaluation Techniques</p> <p>Quality and Cost Based Selection (QCBS)</p> <p>In such combination, there shall be some specific weightage of both the technical features (such as prescribed in <i>ITB 35.2</i>) 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 basis of combined evaluation.</p> <p>Explanation: No weightage shall be given to the qualification parameters such as capacity and capability of the bidder (i.e. Manufacture or authorized bidder), 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:</p> <p>(a) Not be more than 40 percent for the technical parameters of the product; and</p> <p>(b) not less than 60 percent for the financial aspect.</p> <p>Aspects for Ranking the Quality of the Services</p> <p><i>(Editable based on the professional expertise of that particular service)</i></p> <p>The Higher Education Commission (HEC), in addition to the mandatory requirements and mandatory technical specifications, may requires the following parameters to be evaluated while</p>	Quality and Cost Based Selection (QCBS)



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BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders	
		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) Earthquake features;	
33	33.4 (h)	Other specific criteria are:	Not Applicable
34	33.5 (a)	Inland transportation from EXW/port of entry/border point to [name of Project site(s)], and insurance and incidentals. Bidder shall furnish: <ul style="list-style-type: none"> estimated dimensions and shipping weight of each package. Approximate EXW/Applicable INCOTERM value of each package. 	Not Applicable
35	33.5 (b) (i)	Delivery schedule: <i>[specify the relevant option and the parameters]</i> adjustment expressed as a percentage <i>[insert a percentage between 0.1 to 0.2]</i> , or	As per Schedule of Requirements in Section -V
36	33.5 (c) (ii)	Deviation in payment schedule: Annual interest rate:	Not Applicable
37	33.5 (d)	Cost of spare parts. <i>[Specify the applicable method (i), (ii), or (iii) and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required]</i>	It will be bear by the Vendor / Services Supplier.
38	33.5(e)	Spare parts and after sales service facilities in Pakistan. <i>[Specify minimum service facilities and parts inventories or reference to the Technical Specifications.]</i>	It will be provided and cost will be bear by the Vendor / Services Supplier.
39	33.5 (f)	Operating and maintenance costs. Factors for calculation of the whole life cost: number of years for whole life cycle <i>[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];</i>	It will be bear by the Vendor / Services Supplier.



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BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders	
		<p>operating costs <i>[e.g., fuel and/or other input, unit cost, and annual and total operational requirements];</i></p> <p>(i) maintenance costs <i>[e.g., spare parts without duplication of above 32.5 (d) requirements and/or other inputs];</i> and</p> <p>(ii) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.</p> <p style="text-align: center;">or</p> <p>Reference to the methodology specified in the Technical Specifications or elsewhere in the Bidding Documents.</p>	
40	33.5 (g)	Performance and productivity of equipment. <i>[Specify the applicable procedure and the adjustment factor (in the currency used for Bid evaluation, as applicable), as required.]</i>	It will be ensured by the Vendor / Services Supplier.
41	33.5 (h)	Specific additional criteria to be used in the evaluation and their evaluation method or reference to the Technical Specifications. <i>[specify]</i>	As per Technical Evaluation Criteria at Section – V
42	33.6	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 <i>[insert the methodology]</i>	Not Applicable
43	34.1	<p>(a) Domestic preference to apply. or</p> <p>(b) Domestic preference not applicable. <i>[Delete the non- applicable option.]</i></p> <p>Preference to domestic or national bidders or contractors shall be provided in accordance with policies of the Federal Government and/or in accordance with the regulations issued by the Authority.</p>	Domestic preference to apply
F. Award of Contract			
44	40.1	Percentage for quantity increase or decrease is:	As per Higher Education Commission (HEC)'s need / requirement



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BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders	
45.	43.1	The Performance Guarantee shall be:	10% of Total Bid Value
46.	43.2	The Performance Guarantee shall be in the form of:	Performance Guarantee from a scheduled bank in the form of Bank Draft or Pay Order in favour of Higher Education Commission
47.	44.1	The Advance Payment if essential shall be limited to:	Not Applicable
48.	44.2	Maximum amount of Advance payment shall be:	Not Applicable
49.	45.1	Arbitrator shall be appointed by mutual consent of both parties.	As per <i>ITB Clause 45</i>
G. Review of Procurement Decisions			
50	49.1	The address of the Higher Education Commission (HEC):	Mr. Bilal Ahmad Assistant Director (Services) Room # 7-04, Ground Floor, Cafeteria Block (7), Higher Education Commission, Sector H-9, Islamabad + 92-51-9040-1509 biahmed@hec.gov.pk
		The Address of PPRA to submit a copy of grievance:	Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority, 1st Floor, G-5/2, Islamabad, Pakistan Tel: +92-51-9202254



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SECTION – IV: Eligible Countries

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:

<https://visa.nadra.gov.pk/business-visa-list-bvl/>



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SECTION – V: SCHEDULE OF REQUIREMENTS ALONG-WITH KPIs AND TECHNICAL EVALUATION CRITERIA

1. Schedule of Requirements

1.1. Janitorial and Horticulture Supervisors (Male) having age between Thirty-Five (35) to Sixty-two (62) years required at HEC premises

S. No	Premises	No. of Janitorial and Horticulture Supervisors Required	Type of Staff
1	HEC H-8 Premises	One (1)	Vendor / Services Supplier
2	HEC H-9 Premises	One (1)	Vendor / Services Supplier
	Total	Two (2)	

1.2. Janitors having age between Eighteen (18) to Fifty-Five (55) years required at HEC premises

S. No	Premises	No. of Janitors Required	Type of Staff
1	HEC H-8 Premises	Sixteen (16)	Vendor / Services Supplier
2	HEC H-9 Premises	Fourteen (14)	Vendor / Services Supplier
	Total	Thirty (30)	

1.3. Gardener having age between Eighteen (18) to Fifty-Five (55) years required at HEC premises

S. No	Premises	No. of Gardener Required	Type of Staff
1	HEC H-8 Premises	Five (5)	Vendor / Services Supplier
2	HEC H-9 Premises	Three (3)	Vendor / Services Supplier
3	HEC Khanaspur Premises	Two (2)	Vendor / Services Supplier
	Total	Ten (10)	



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2. SCHEDULE OF REQUIRED SERVICES / DELIVERABLES

- 2.1. After completion of the work on daily basis, the Janitors must stay at the place of duty (relevant floor) so that he/she will be accessible for any kind of below-mentioned duty for the HEC Staff of the relevant floor.
- 2.2. After completion of the horticulture work on daily basis, the Gardener must stay at the place of duty (relevant lawn) so that he/she will be accessible for any kind of below mentioned horticulture duty.
- 2.3. During the whole contract period, the below mentioned schedule will be strictly followed. However; initially, the Vendor / Services Supplier shall perform all type of below-mentioned services (daily, weekly, fortnightly and occasional & need basis) during the 1st Month of the Contract Agreement in order to substantiate Vendor / Services Supplier's capacity as well as capabilities.
- 2.4. The Vendor / Services Supplier shall also ensure periodic checks of Janitorial and Horticulture Staff deployed at various locations to ensure quality services at all times.
- 2.5. The Higher Education Commission (HEC) reserves the right to increase or decrease the quantity of staff or related services or change the place of duty originally specified in these Bidding Documents (schedule of requirements) without any change in unit price or other terms and conditions of the Bid and the Bidding Documents.

2.6. Daily Basis Requirements – Janitorial Staff:

- 2.5.1. Floor wet mopping in rooms and corridors;
- 2.5.2. Toilet, Flush Toilet, Commode, Urinal, Wash Basin, Sink etc. washing/cleaning;
- 2.5.3. Spraying disinfectants in the toilets;
- 2.5.4. Removal of garbage from waste bin;
- 2.5.5. Replacement of old Polythene Bags with new one for waste bin;
- 2.5.6. Dusting of partition and doors;
- 2.5.7. Sweeping and cleaning of main foyer, corridor;
- 2.5.8. Cleaning and washing of stair and walkways;
- 2.5.9. Cleaning of drainpipes;
- 2.5.10. Cleaning and washing of outside façade;
- 2.5.11. Shifting of office goods and furniture (whenever requirement);
- 2.5.12. Removal of grass / waste etc. from the lawns;
- 2.5.13. Washing of Canteen H-8 and Cafeteria H-9 Area
- 2.5.14. Janitor must support office staff regarding their shifting of official furniture / files goods.

2.7. Weekly Basis Requirements – Janitorial Staff:

- 2.6.1. Carpet wet and dry vacuum cleaning;
- 2.6.2. Removal of garbage, grass / leaves, waste etc. from the roofs and its full cleanliness;
- 2.6.3. Cleanliness of water drains/pipes at roof.
- 2.6.4. Floor washing/cleaning using Machine;
- 2.6.5. Floor Mansion Polishing;
- 2.6.6. Cleaning of lights, switchboard, sign boards and instruction boards etc.;
- 2.6.7. Cleaning / dusting of aluminum windows, door glasses, decoration items;
- 2.6.8. Cleanliness of Roof top of HEC premises
- 2.6.9. Cleaning of false ceiling and walls;
- 2.6.10. Fans cleaning;



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2.8. Fortnightly Basis Requirements Janitorial Staff:

- 2.7.1. Sofa Washing & Cleaning as and when required.
- 2.7.2. Fumigation / Spray Services against pest using Spray Pump/Machines;
- 2.7.3. Fumigation / Spray Services against termite using Spray Pump/Machines;
- 2.7.4. Removal of Wasp / Hornet or any other dangerous insect's nest;
- 2.7.5. Cleaning of all drainpipes, Gutters and traps etc.;
- 2.7.6. Fumigation / Spray Services against Mosquito/Dengue using Thermal Fogger Machines;
- 2.7.7. Fumigation / Spray Services against Covid-19 using Cold Fogger Machines;
- 2.7.8. Building Outside Cleaning with Crane & Hanging Machines etc.
- 2.7.9. Any other requirements related to the Janitorial and Horticulture Service.

2.9. Responsibilities of Horticulture Staff:

A successful Gardener enjoys working outdoors and has a strong understanding of plant care. They're responsible for keeping gardened areas healthy and beautiful, with common Gardener job duties and responsibilities including:

- 2.8.1. Familiarity with landscaping design;
- 2.8.2. Extensive knowledge of regional plant life;
- 2.8.3. Knowledge of local pests and how to eliminate them;
- 2.8.4. Knowledge of synthetic and natural fertilizers;
- 2.8.5. Knowledge of state health and safety regulations for landscaping;
- 2.8.6. The ability to lift heavy objects;
- 2.8.7. The ability to remain on your feet for long periods of time;

2.10. Daily Basis Requirements – Horticulture Staff:

- 2.9.1. Maintaining gardens or landscaped areas.
- 2.9.2. Watering early in the morning and late in the evening;
- 2.9.3. Maintaining plants by fertilizing and trimming them;
- 2.9.4. Using and maintaining gardening tools and light gardening machinery;
- 2.9.5. Shifting of office goods and furniture (whenever requirement);
- 2.9.6. Cleanliness / Removal of grass / waste / debris etc. from the lawns;
- 2.9.7. Following safety guidelines for applying chemicals and using equipment;
- 2.9.8. Perform basic maintenance such as cutting the grass, emptying bins, managing weed control and leaf raking.
- 2.9.9. Work with hand tools and basic light machinery such as plant vehicles, and small diggers.
- 2.9.10. Service all garden equipment and machinery.
- 2.9.11. Maintain a clean garden by clearing rubbish and litter from the garden and grounds.
- 2.9.12. Any other requirements related to the Horticulture work;

2.11. Weekly Basis Requirements – Horticulture Staff:

- 2.10.1. Install and maintain seasonal plants;
- 2.10.2. Mow, trim and fertilize green spaces;
- 2.10.3. Mulch, edge and weed gardens;
- 2.10.4. Prune and trim trees and bushes;
- 2.10.5. Maintain all gardening equipment and machinery, like mowers, trimmers and leaf blowers;
- 2.10.6. Monitor and maintain the health of plants;
- 2.10.7. Dealing with pest problems that could damage plants;



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- 2.10.8. Keep gardens and green spaces clear of debris and litter;
- 2.10.9. Identifying and treating diseases, pest infestations and other issues with garden plants;
- 2.10.10. Spraying disinfectants on the plants;
- 2.10.11. Prune trees and bushes;
- 2.10.12. Apply Fertilizing and mowing lawns;
- 2.10.13. Monitoring the health of plants;
- 2.10.14. Handling edging, mulching of plants;
- 2.10.15. Ensure a safe environment for staff and clients by adhering to safety and health regulations.
- 2.10.16. Any other requirements related to the Horticulture work;

2.12. Fortnightly Basis Requirements Horticulture Staff:

- 2.11.1. Maintain and grow the garden to ensure it meets specific requirements and expectations.
- 2.11.2. Plant and nurture new trees, flowers, and various plants.
- 2.11.3. Planting all types of plants, including flowers, shrubs and trees;
- 2.11.4. Fumigation / Spray Services against pest using Spray Pump/Machines;
- 2.11.5. Fumigation / Spray Services against termite using Spray Pump/Machines;
- 2.11.6. Removal of Wasp / Hornet or any other dangerous insect's nest;
- 2.11.7. Fumigation / Spray Services against Mosquito/Dengue using Thermal Fogger Machines;
- 2.11.8. Fumigation / Spray Services against Covid-19 using Cold Fogger Machines;
- 2.11.9. Any other requirements related to the Horticulture Service.
- 2.11.10. Performs snow removal, as required;
- 2.11.11. Pull weeds;
- 2.11.12. Ensure safety regulations and standards compliance;
- 2.11.13. Any other requirements related to the Horticulture work;

2.13. Machinery / Tools / Equipment Requirements:

All the machinery 'for the aforementioned requirements / work' shall be provided by the Vendor / Services Supplier to the Higher Education Commission (HEC) at its own cost as and when required by the Higher Education Commission (HEC). In case of malfunctioning/fault in the machinery, the Vendor / Services Supplier shall obtain the services regarding repair and maintenance at its own cost. Moreover, in case of unserviceability, this machinery will be replaced by the Vendor / Services Supplier at its own cost. The Higher Education Commission (HEC) shall not pay any additional charges for these purposes whatsoever. Following machinery may be required for the aforementioned requirements / work:

- 2.7.1. Ceiling and Wall Cleaning machine;
- 2.7.2. Pest / Insect Spray Machine, Termite Control using underground Pumping Machine;
- 2.7.3. Upholstery (Carpet, Sofa and Chairs) Cleaning machines / Wet and Dry Vacuum Cleaner, Wet or Hard Floor and Carpet Scrubber / Cleaner with its brushes;
- 2.7.4. Cold and Thermal Fogger Machine;
- 2.7.5. Building Outside Façade Cleaning Hanging Machines/Crane etc.;
- 2.7.6. Gutter Suction Machine for Gutter Cleaning with waste storage Drum etc.;
- 2.7.7. Branch cutter, Brush Cutter, Bow Saw, Chain Saw, Filler, Flower Cutter, Plant Pruner, Shovel, Digger, Lawn Mover / Grass Cutting Machine (Manual), Hedge Cutter/Shear,



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Shrub Sickle, Single Wheelbarrow, Trowel (Small, Medium and Large Size), Watering Shower Cane etc.

2.7.8. Any other janitorial and horticulture tools etc.

3. Key Performance Indicator and Penalties

Sr. No.	Service Nature	Minimum Service Level	Frequency	Measuring / Monitoring Procedures	Minimum Acceptable Level and Penalty
1.	Attendance / presence of Janitorial and Horticulture Staff	The Service Provider shall ensure 100% attendance of Janitorial and Horticulture Staff daily in the field	Daily	HEC shall monitor through field monitoring by HEC employees / representative on daily basis	Failure to meet the KPI shall result in deduction of the Vendor / Services Supplier upto One Day's Salary per Janitorial and Horticulture Staff per day in lieu of Janitorial and Horticulture Staff's absence from duty as well as penalty on the Vendor / Services Supplier due to non-provision of replacement of absent Janitorial and Horticulture Staff that ultimately leads towards the severe disturbance in the Janitorial and Horticulture Services.
2.	Janitorial and Horticulture Staff's timely arrival and departure at proper time	The Service Provider shall ensure 100% timely arrival of Janitorial and Horticulture Staff and their departure at proper time	Daily	HEC shall monitor through field monitoring by HEC employees / representative on daily basis	Failure to meet the KPI shall result in penalization of the Vendor / Services Supplier upto one day's salary of a Janitorial and Horticulture Staff against four late arrivals or early departure from fifteen minutes to two hour and upto one day's salary per Janitorial and Horticulture Staff per day for late arrival and early departure beyond two hours considering it as an absent.
3.	Provision of Uniform, Jacket, and raincoat to	The Service Provider shall provide Uniform, Jackets and	Daily	HEC shall monitor through field monitoring by	If Janitorial and Horticulture Staff is found working without proper uniform, the Vendor /



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Sr. No.	Service Nature	Minimum Service Level	Frequency	Measuring / Monitoring Procedures	Minimum Acceptable Level and Penalty
	the Janitorial and Horticulture Staff	raincoat (approved design) to all Janitorial and Horticulture Staff as defined in the Uniform's Technical Specifications		HEC employees / representative on daily basis	Services Supplier shall be penalized @ PKR 500/- per worker per occurrence.
4.	Janitorial and Horticulture Services' daily basis requirement	The Service Provider shall provide the required services on daily basis	Daily	HEC shall monitor through field monitoring by HEC employees / representative on daily basis	Failure to meet the KPI shall result in penalization of the Vendor / Services Supplier upto Rs.500/- per occurrence per location
5.	Janitorial and Horticulture Services' weekly basis requirement	The Service Provider shall provide the required services on every Saturday or any other day as specified by the HEC Estate Office	Weekly	HEC shall monitor through field monitoring by HEC employees / representative on Weekly basis	Failure to meet the KPI shall result in penalization of the Vendor / Services Supplier upto Rs.2,000/- or any amount equivalent to the expenditure to be incurred for the purpose per occurrence per location (whichever is greater)
6.	Janitorial and Horticulture Services' fortnightly basis requirement	The Service Provider shall provide the required services on fortnightly basis	Fortnightly	HEC shall monitor through field monitoring by HEC employees / representative on fortnightly basis	Failure to meet the KPI shall result in penalization of the Vendor / Services Supplier upto Rs.5,000/- or any amount equivalent to the expenditure to be incurred for the purpose per occurrence per location (whichever is greater).
7.	Janitorial and Horticulture machinery requirement	The Service Provider shall provide the required machinery as and when required	As per requirement of HEC at any HEC premises	HEC shall monitor through field monitoring by HEC employees / representative	Failure to meet the KPI shall result in penalization of the Vendor / Services Supplier an amount equivalent to the expenditure to be incurred for the acquisition of the required machinery.



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Sr. No.	Service Nature	Minimum Service Level	Frequency	Measuring / Monitoring Procedures	Minimum Acceptable Level and Penalty
8.	Janitorial and Horticulture Staff's Document as per Section 36 of General Conditions of Contract (GCC) and as per Section 25 of Special Condition of the Contract (SCC)	The Service Provider shall provide the required document at the time of deployment of the Janitorial and Horticulture Staff at HEC premises	Immediately at the time of deployment of the Janitorial and Horticulture Staff at HEC premises	HEC Estate Section shall get the required document at the time of deployment of the Janitorial and Horticulture Staff at HEC premises	Failure to meet the KPI shall result in penalization of the Vendor / Services Supplier upto Rs.500/- per Janitorial and Horticulture Staff Member during the 1 st Month of deployment, upto Rs.1,000/- per Janitorial and Horticulture Staff Member during the 2 nd Month of deployment, upto Rs.1,500/- per Janitorial and Horticulture Staff Member during the 3 rd Month of deployment and upto Rs.2,000/- per Janitorial and Horticulture Staff Member from the rest of the duration from 4 th to final Month of deployment. HEC may proceed for the cancellation of contract during any stage due to the non-provision of the required document by the Janitorial Firm.

4. Inspection Committee / Buildings Focal Persons

- 4.1. The Inspection Committee constituted by In-charge (Services) / 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 Janitorial and Horticulture Services by the Vendor / Services Supplier;
- 4.2. During weekly inspection of cleanliness by the Inspection Committee, the Assistant Director (Services) or any person nominated by the In-charge (Services) / Director General (Services); upon report, may record the performance of the Vendor / Services Supplier regarding Janitorial and Horticulture Services. For unsatisfactory performance a penalty up to **Rs.20,000/-** may be imposed every time.



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5. Service Issue Escalation

- 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. Customer Responsibilities

- 6.1. To report issues to Supervisor or representative staff of the Vendor / Services Supplier as soon as possible, especially if there is a risk to the health or safety of staff;
- 6.2. To inform the Supervisor or office of Vendor / Services Supplier as soon as possible if it appears that Vendor / Services Supplier's staff or Vendor / Services Supplier 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 cleaning is required in a space controlled (locked) by the customer.
- 6.5. To identify specialized or high value equipment which shouldn't be cleaned;
- 6.6. To wash kitchen utensils, microwaves and refrigerators etc.;
- 6.7. To assist in providing an efficient and effective service, Higher Education Commission (HEC) will provide the following information when requesting for services:
 - (a) Name of Staff Member;
 - (b) Location of job (Block Number, Floor and Room number);
 - (c) Response time needed;
 - (d) Description of work required;
 - (e) Access arrangements;
 - (f) Further information which may be helpful to the operative;
- 6.8. Ensure smooth working of janitorial and horticulture work by performs all the aforementioned tasks and provision of requisite tools/equipment as per Section 2.

7. Technical Evaluation Criteria

7.1. Part – A: Mandatory Requirements

Sr. No.	Document Details / Description
1.	Bidder / Firm Office at Islamabad / Rawalpindi.
2.	Bid Security (accompanied with the Technical Bid) from a scheduled bank in the form of Bank Draft or Pay Order in the amount of Rs.300,000/- (Rupees Three Hundred Thousand only) drawn in favour of Higher Education Commission (HEC).
3.	Firms National Income Tax Certificate showing NTN status as ' Active '.
4.	Firms General Sales Tax (GST) Certificate showing GST status as ' Operative '.
5.	Affidavit (on Stamp Paper of worth Rs.100/- attested by the Oath Commissioner) that: <ul style="list-style-type: none">i. the bidder (M/s _____) has never been blacklisted by any Government, Semi Government, Autonomous or Private Organization / Department due to poor services;ii. the bidder (M/s _____) has never been Blacklisted for offence related to fraud, under-invoicing, tax evasion, concealment, money laundering etc.



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Sr. No.	Document Details / Description
	<p>iii. the bidder (M/s _____) has never been involved in litigation with any Government, Semi Government, Autonomous or Private Organization / Department.</p> <p>iv. the Higher Education Commission (HEC) reserves the right to reject the Bid of the bidder (M/s _____) 'without assigning any reason' if (M/s _____) shall be found or purported to be engaged in the aforementioned offenses).</p>

7.2. Part – B: Optional Requirements

Sr. No.	Document Details / Description
1.	Form 1: Letter of bid for Technical Proposal
2.	Form 2: Bid Security Information Form
3.	Form 3: Bidder's Information Form
4.	Form 4: Financial Situation and Performance
5.	Form 5: Average Annual Turnover (Annual Sales Value)
6.	Form 6: Current Contract Commitments / Contracts in Progress
7.	Form 7: Contracts during the last three years
8.	Form 8: Historical Contract Non - Performance, and Pending Litigation and Litigation History
9.	Form 9: List of Janitorial Staff which are currently available with the firm
10.	Form 10: List of Horticulture Staff which are currently available with the firm
11.	Form 11: List of Janitorial and Horticulture Tools and Machinery currently available with the Bidder
12.	Form 12: Letter of bid for Financial Proposal
13.	Form 13: Bill of Quantities (BoQs) / Price Schedule / Financial Bid

7.3. Marks Distribution for Technical Evaluation

S. No.	Attributes	Max. Score	Score	Criteria
1.	Bidder's in Operations (Numbers of Years of Establishment)	15	1-15	01 mark will be awarded for one (1) year maximum fifteen (15) marks subject to the provision of 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 bidder's FBR Tax Registration.



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S. No.	Attributes	Max. Score	Score	Criteria		
2.	Janitorial or Horticulture Work experience with Public Sector Organization	10	1-10	Documentary proof i.e. Copy of Appreciation Letter/Agreement or any other document from one (01) public sector organizations (Govt., Semi Govt., Autonomous bodies, Corporations, Embassies), Banks reward one (1) mark. Maximum ten (10) Marks		
3.	Janitorial or Horticulture work experience with Private Sector Organization	05	0-5	Documentary proof i.e. Copy of Appreciation Letter/Agreement or any other document from Two (2) Private Sector organizations reward one (1) mark. Maximum five (5) marks.		
4.	Financial Strength / Annual Turnover for the Last Financial Year	10	1-10	Minimum annual turnover required for last Financial Year is three (3) million. Maximum ten (10) marks. Enclose Tax Return Document or bank statements or Audited Statement of last Fiscal Years as documentary evidence.		
				Marks	Annual Turnover Slot	
				01	Above Rs. 3 million up to 6 million	
				02	Above Rs. 6 million up to 9 million	
				03	Above Rs. 9 million up to 12 million	
				04	Above Rs. 12 million up to 15 million	
				05	Above Rs. 15 million up to 18 million	
				06	Above Rs. 18 million up to 21 million	
				07	Above Rs. 21 million up to 24 million	
				08	Above Rs. 24 million up to 27 million	
				09	Above Rs. 27 million up to 30 million	
				10	Above Rs. 30 million	
5.	Firm's Office Staff, Record Management and Facilities at Islamabad / Rawalpindi	10	1-10	Marks	Description	Enclose CV of Office Staff Members i.e. HR / Admin Assistant and Account Assistant. Enclose Screenshots Printout of DBMS / Pay Roll System. Enclose of Photos of Uniform and the firm's Identification
				01	HR / Admin Assistant	
				01	Accounts Assistant	
				01	Personal Files of the Janitorial and Horticulture Staff	
				01	Uniform (Male)	



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S. No.	Attributes	Max. Score	Score	Criteria		
				01	Uniform (Female)	/ Display Card. The Uniform must bear the Bidder's Name. HEC will verify through its Technical Committee Visit
				01	Firm's Display Cards for Janitors and Gardeners (Sample)	
				1-4	Staff Database Management System and their Payroll System	
6.	Number of Janitorial Staff currently available with the firm	07	1-7	01 mark will be awarded for every additional ten (10) Janitorial Staff beyond thirty (30) Janitorial Staff. Maximum seven (7) marks. Enclose a list of Janitorial Staff as per Form 9.		
				Marks	Janitorial Staff Slot	
				1	Above 30 up to 40	
				2	Above 40 up to 50	
				3	Above 50 up to 60	
				4	Above 60 up to 70	
				5	Above 70 up to 80	
				6	Above 80 up to 90	
7	Above 100					
7.	Number of Horticulture Staff currently available with the firm	03	1-3	01 mark will be awarded for every additional ten (10) Horticulture Staff beyond ten (10) Horticulture Staff. Maximum three (3) marks. Enclose a list of Horticulture Staff as per Form 10.		
				Marks	Horticulture Staff Slot	
				1	Above 10 up to 20	
				2	Above 20 up to 30	
				3	Above 30	
8.	Physical Visit / Verification of Firm credential / assets by the Technical	40	Marks to be awarded by the committee.			
			Marks	Description		
			0-1	Ceiling and Wall Cleaning using Cleaning Tool/machines		
			0-1	Single Wheelbarrow		



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S. No.	Attributes	Max. Score	Score	Criteria
	Evaluation Committee		0-2	Spray Services and machinery for pest, insecticides and Termite
			0-2	Upholstery (Carpet and Sofa) Cleaning etc. using machines / Wet and Dry Vacuum Cleaner
			0-2	Wet or Hard Floor / Tiles Scrubber / Cleaner / Machine with its brushes
			0-4	Spray Service against Mosquito (Dengue) / Covid-19 using Cold and Thermal Fogger Machine
			0-5	Building Outside Facade Cleaning Hanging Machine and Crane etc.
			0-5	Gutter Cleaning Services using Truck Mounted Gutter Suction Machine with waste storage drum etc.
			0-2	Chain Saw Machine (2 Stroke / 4 Stroke / Electrical)
			0-2	Law Mover (Manual)
			0-3	Brush Cutter Machine (2 Stroke / 4 Stroke / Electrical)
			0-4	Lawn Mover Machine (2 Stroke / 4 Stroke / Electrical)
			0-7	Branch / Flower Cutter, Bow / Hand Saw, Filler, Plant Pruner, Shovel, Digger, Hedge Cutter/Shear, Sickle, Trowel, Watering Shower Cane etc.
Total Marks:		100		

7.4. 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 16.3 of this RFP**) 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 4.3. Marks Distribution for Technical Evaluation**) enabling the bidder to appear in the Financial Competition is **60 out of 100 marks**;



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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:

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

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)**.

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

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

7.4.3. Final Aggregate Weightage

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

$$\text{Final Aggregated Score} = \text{Technical Aggregated Score} + \text{Financial Aggregated Score}$$



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SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

- 1.1. The following words and expressions shall have the meanings hereby assigned to them:
- a. **“Title of Procurement”** means ‘Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement’.
 - b. **“Authority”** means Public Procurement Regulatory Authority.
 - c. 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.
 - d. The **“Contract”** means the agreement entered into between the Higher Education Commission (HEC) and the Vendor / Services Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - e. The **“Commencement Date”** is the date when the Vendor / Services Supplier shall commence execution of the contract as specified in the SCC.
 - f. **“Completion”** means the fulfillment of the related services by the Vendor / Services Supplier in accordance with the terms and conditions set forth in the contract.
 - g. **“Country of Origin”** means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC.
 - h. The **“Contract Price”** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
 - i. **“Defective Goods”** are those goods which are below standards, requirements or specifications stated by the Contract.
 - j. **“Delivery”** means the transfer of the goods from the Vendor / Services Supplier equipment, machinery, and/or other materials which the Vendor / Services Supplier is required to supply to the Higher Education Commission (HEC) under Contract.
 - k. **“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.
 - l. **“Procuring Agency”** means the person named 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).
 - m. **“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 Vendor / Services Supplier covered under the Contract.
 - n. **“GCC”** means the General Conditions of Contract contained in this section.
 - o. **“Intended Delivery Date”** is the date on which it is intended that the Vendor / Services Supplier shall effect delivery as specified in the SCC.
 - p. **“SCC”** means the Special Conditions of Contract.



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- q. **“Vendor / Services Supplier”** means the individual 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 Vendor / Services Supplier and shall be named in the SCC.
- r. **“Janitorial Staff”** means the individuals either Janitorial Supervisor or Janitor or Janitorial worker or sanitary worker etc.
- s. **“Horticulture Staff”** means the individuals either Horticulture Supervisor or Nursery Manager or Horticulturist or Gardener or farmer or grower or floriculturist etc.
- t. **“Project Name”** means the name of the project stated in SCC.
- u. **“Day”** means calendar day.
- v. **“Eligible Country”** means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
- w. **“End User”** means the organization(s) where the services will be provided, as named in the SCC.
- x. **“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.
- y. **“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.
- z. **“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).
- aa. The **“Bid”** is the completed Bid (Both Technical and Financial) document submitted by the Bidder to the Higher Education Commission (HEC).
- bb. **“Government”** means Government of Pakistan
- cc. **“HEC”** means Higher Education Commission
- dd. **“PN”** means Procurement Notice
- ee. **“PA”** means Procurement Advertisement



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- ff. **“BDS”** means Bid Data Sheet
- gg. **“BD”** means Bidding Documents
- hh. **“ITAs”** means Instructions to Applicants
- ii. **“ITBs”** means Instructions to Bidders
- jj. **“TORs”** means Terms of References
- kk. **“RFP”** means Request for Proposal
- ll. **“RFQ”** means Request for Quotation
- mm. **“BoQs”** Bill of Quantities
- nn. **“PKR”** Pakistani Rupee
- oo. **“Janitor”** A person who is responsible for cleaning and maintaining the area.
- pp. **“Bid”** means a tender, or an offer, in response to an invitation, by a person, consultant, firm, company or an organization expressing his or its willingness to undertake a specified task at a price.
- qq. **“Bidder(s)”** means prospective person applying for Bidding.
- rr. **“Selected 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.
- ss. **“Successful Bidder”** means that Selected Bidder who chooses for award of the tender and ultimately agreement is to be signed with HEC.
- tt. **“Competitive Bidding”** means a procedure leading to the award of a contract whereby all the interested persons, firms, companies or organizations may bid for the contract and includes both national competitive bidding and international competitive bidding.
- uu. **“Total Bid Value”** Cost of all items as per BoQs
- vv. **“Agreement”** means the level which HEC obtained services from Vendor / Services Supplier for provision of required services as well as the act of agreeing or of coming to a mutual agreement.
- ww. **“First Party”** means Higher Education Commission (HEC)
- xx. **“Second Party”** means Successful Bidder
- yy. **“Response Time”** means the time from receipt of the request by the Estate Office HEC until an initial inspection and, where appropriate, temporary cleaning has been completed.
- zz. **“Completion Time”** means the time from receipt of the fault report by the Estate Office HEC until the cleaning has been completed.
- aaa. **“Working Hours”** means hours which are within the Core Working Hours i.e. eight (8) hours per day.
- bbb. **“Working Days”** Six (06) days a week for all Janitorial and Horticulture Staff
- ccc. **“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



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- 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;
- ddd. **"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.
- eee. **“Cross Debarred”** means a bidder debarred by any Higher Education Commission (HEC) shall be considered as debarred by all the procuring agencies.
- fff. **“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.
- ggg. **“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.

2. Application and Interpretation

- 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 2.2. 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 feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
- 2.3. 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,



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- (6) Specifications,
- (7) Contractor's Bid, and
- (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3. Conditions Precedent

- 3.1. 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;
- 3.2. 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 Vendor / Services Supplier a certificate of Contract commencement, which shall confirm the start date.

4. Governing Language

- 4.1. The Contract as all correspondence and documents relating to the contract exchanged by the Vendor / Services Supplier 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.

5. Applicable Law

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

6. Country of Origin

- 6.1. The origin of Services may be distinct from the nationality of the Vendor / Services Supplier.

7. Standards

- 7.1. 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.

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

- 8.1. The Vendor / Services Supplier 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 Vendor / Services Supplier 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.
- 8.2. The Vendor / Services Supplier 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.
- 8.3. 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 Vendor / Services



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Supplier's performance under the Contract if so required by the Higher Education Commission (HEC).

- 8.4. The Vendor / Services Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Vendor / Services Supplier's accounts and records relating to the performance of the Vendor / Services Supplier 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.

9. Patent and Copy Rights

- 9.1. The Vendor / Services Supplier 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.
- 9.2. The patent right in all drawings, documents, and other materials containing data and information furnished to the Higher Education Commission (HEC) by the Vendor / Services Supplier herein shall remain vested in the Vendor / Services Supplier, or, if they are furnished to the Higher Education Commission (HEC) directly, or through the Vendor / Services Supplier by any third party, including Vendor / Services Suppliers of materials, the patent right in such materials shall remain vested in such third party.

10. Performance Guarantee

- 10.1. 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.
- 10.2. 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
- 10.3. Any Performance Guarantee submitted shall be enforceable in Pakistan.
- 10.4. The proceeds of the Performance Guarantee shall be payable to the Higher Education Commission (HEC) as compensation for any loss resulting from the Vendor / Services Supplier's failure to complete its obligations under the Contract.
- 10.5. Failure of the successful Bidder to comply with the requirement of **ITB 43.1** 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)(49) "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.
- 10.6. 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 Successful 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)(49) "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 first bidder. All the terms and conditions shall be equally imposed on the next ranked bidder and so on.

- 10.7. 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 Vendor / Services Supplier' 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)(49) "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.
- 10.8. The Performance Guarantee will be discharged by the Higher Education Commission (HEC) and returned to the Vendor / Services Supplier not later than sixty (60) days following the date of completion of the Vendor / Services Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

11. Inspections and Test

- 11.1. 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 Vendor / Services Supplier 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.
- 11.2. The inspections and tests may be conducted on the premises of the Vendor / Services Supplier or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the Vendor / Services Supplier, 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).
- 11.3. Should any inspected or tested Services fail to conform to the Specifications, the Higher Education Commission (HEC) may reject the Services, and the Vendor / Services Supplier shall have to improve the services to meet specification requirements free of cost to the Higher Education Commission (HEC).
- 11.4. 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.
- 11.5. Nothing in GCC Clause 10 shall in any way release the Vendor / Services Supplier from any warranty or other obligations under this Contract.



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12. Uniform of Janitorial and Horticulture Staff

- 12.1. The uniform of Janitorial and Horticulture Supervisor (Male) 'bearing the name of Vendor / Services Supplier as well as the name of Janitorial and Horticulture Supervisor' shall be distinct and provided by the Vendor / Services Supplier. It comprises of P-Cap, Shirt, Reflective vest, Pant, Shoes, Masks, Gloves, and Raincoats (for rainy season only) etc.;
- 12.2. The uniform of Horticulture staff (Male) 'bearing the name of Vendor / Services Supplier as well as the name of Gardener' shall be distinct and provided by the Vendor / Services Supplier. It comprises of P-Cap / Hat, Shirt, Reflective vest, Pant or Overall for work, Shoes, Masks, Gloves, and Raincoats (for rainy season only) etc.;
- 12.3. The uniform of Janitorial staff (Male) 'bearing the name of Vendor / Services Supplier as well as the name of janitor' shall be distinct and provided by the Vendor / Services Supplier. It comprises of P-Cap, Shirt, Reflective vest, Pant, Shoes, Masks, Gloves, and Raincoats (for rainy season only) etc.;
- 12.4. The uniform of Janitorial staff (Female) 'bearing the name of Vendor / Services Supplier as well as the name of janitor' shall be distinct and provided by the Vendor / Services Supplier. It comprises of Scarf, Qameez, Shalwar, Reflective vest, Shoes, masks, gloves, and Raincoats (for rainy season only) etc.;
- 12.5. The Janitorial Jackets / vests bearing the Vendor / Services Supplier's name shall also be provided to their Janitorial and Horticulture Staff by the Vendor / Services Supplier;
- 12.6. The Raincoats bearing the Vendor / Services Supplier's name shall be provided to their Janitorial and Horticulture Staff by the Vendor / Services Supplier for the rainy season;
- 12.7. Vendor / Services Supplier shall provide the Mask and Gloves etc. to their Janitorial and Horticulture Staff;

13. Related Services

- 13.1. The Vendor / Services Supplier may be required by the Higher Education Commission (HEC) to provide any or all of the services related to the Janitorial and Horticulture work as mentioned in the Schedule of requirements, including additional services:
 - (a) Performance or supervision of on-site Janitorial and Horticulture Services;
 - (b) Furnishing of tools required for Janitorial and Horticulture work and /or maintenance of the provided Machinery;
 - (c) Furnishing of a detailed service / operations and maintenance manual for each site of the provided 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 Vendor / Services Supplier of any warranty obligations under this Contract; and
 - (e) Training of the Higher Education Commission (HEC)'s personnel, at the Vendor / Services Supplier's cost and/or on-site, operation, maintenance, and/or upgradation of the provided Services.
- 13.2. Prices shall be included by the Vendor / Services Supplier in the bill of quantities for related services.

14. Wages of Janitorial and Horticulture Staff

- 14.1. The Vendor / Services Supplier shall be held responsible for payment of the salaries of Janitorial and Horticulture Staff well in time according to the Govt. of Pakistan's minimum applicable wages;



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- 14.2. The bidder shall quote the wages for their Janitorial and Horticulture Staff keeping in view the existing Government policy of minimum wages as declared by the Government of Pakistan; failing to which the bid(s) shall be rejected.
- 14.3. Any taxes, levies or profit or loss 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));
- 14.4. The Vendor / Services Supplier will in no way be allowed to pay wages lower than the standard Government / labor rules (ceiling) to the labor.
- 14.5. The Higher Education Commission (HEC) reserves the right to reject any financial bid considered to be under quoted in violation to the Government approved rules;
- 14.6. If the Vendor / Services Supplier does not pay the wages to the Janitorial and Horticulture Staff keeping in view the existing Government policy of minimum wages as declared by the Government of Pakistan, the Higher Education Commission (HEC)'s representative may, on receipt of such complaint(s), take necessary measure and investigate the matter. If the Vendor / Services Supplier will be proven guilty after proper inquiry process; the contract will be terminated and 100% performance guarantee amount 'submitted by the Vendor / Services Supplier' shall be forfeited in favour of Higher Education Commission (HEC). Furthermore, the case of respective Vendor / Services Supplier will be proceeded for blacklisting, purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(49) "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.
- 14.7. If the Govt. of Pakistan revise the minimum wages rate then it may be applied accordingly (difference of amount between existing minimum wages rates and revised minimum wages rates may be added) on this contract subject to the approval from the competent authority i.e. Executive Director (HEC) as well as provision of documentary evidences by the Vendor / Services Supplier in the form of Janitorial and Horticulture Staffs' verified Bank Statements with each monthly invoice / bill by the Vendor / Services Supplier substantiating the onward provision and of the enhanced wages to their Janitorial and Horticulture Staff in accordance with the Govt. of Pakistan's minimum wages rates.

15. Age Limit of Janitorial and Horticulture Staff

- 15.1. The Vendor / Services Supplier shall depute Janitorial and Horticulture Supervisor (Male) having age not less than Thirty-Five (35) years and not more than Sixty-Two (62) years as per **SCC Clause 14**.
- 15.2. The Vendor / Services Supplier shall depute Janitor having age not less than Eighteen (18) years and not more than Fifty-five (55) years as per **SCC Clause 14**.
- 15.3. The Vendor / Services Supplier shall depute Gardener having age not less than Eighteen (18) years and not more than Fifty-five (55) years as per **SCC Clause 14**.

16. Subletting or Subleasing of Services/agreement

- 16.1. The Vendor / Services Supplier shall not be allowed to sublet or sublease the whole or any part of the Janitorial and Horticulture Services to any other firm / agency etc. whatsoever during the contract period as per **SCC Clause 15**.



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17. Replacement or Changing of Janitorial and Horticulture Staff

- 17.1. The Vendor / Services Supplier shall not be allowed to depute new Janitorial and Horticulture Staff or replace or change the Janitorial and Horticulture Staff or change the duty of any Janitorial and Horticulture Staff from its prescribed place of duty without prior permission from the In-charge / Director General (Services) or Assistant Director (Services) or their authorized person from Higher Education Commission (HEC) premises;
- 17.2. On the identification by the Higher Education Commission (HEC), if any Janitorial and Horticulture Staff is found unfit for duty or disobey the instructions / orders of Higher Education Commission (HEC), or involve in any kind of unlawful activity, he / she shall be replaced immediately by the Vendor / Services Supplier with the suitable Janitorial and Horticulture Staff;

18. Room, Transportation and Food

- 18.1. No room will be provided for the residence of firm's Janitorial and Horticulture Staff at the premises of Higher Education Commission (HEC);
- 18.2. No food will be provided for the firm's Janitorial and Horticulture Staff by the Higher Education Commission (HEC);
- 18.3. No transportation facility will be provided for the firm's Janitorial and Horticulture Staff by the Higher Education Commission (HEC);

19. Payment

- 19.1. The method and conditions of payment to be made to the Vendor / Services Supplier under this Contract shall be specified in SCC.
- 19.2. The Vendor / Services Supplier'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.
- 19.3. Payments shall be made promptly by the Higher Education Commission (HEC), within thirty (30) days after submission of an invoice or claim by the Vendor / Services Supplier subject to the satisfactory performance of the Janitorial and Horticulture Staff by the HEC relevant Staff belongs to the place of Janitorial and Horticulture Staff's duty.
- 19.4. The currency or currencies in which payment is made to the Vendor / Services Supplier 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 payment has been requested in the Vendor / Services Supplier's Bid.
- 19.5. All payments shall be made in the currency or currencies specified in the SCC pursuant to **GCC Clause 19.4**.
- 19.6. In case of unsatisfactory performance rendered by the Janitorial and Horticulture Staff, the deductions will be made as per Clause 4, Clause 5 & Clause 6 of Section V of this Document.

20. Prices

- 20.1. 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.
- 20.2. Prices charged by the Vendor / Services Supplier for Services performed under the Contract shall not vary from the prices quoted by the Vendor / Services Supplier in its Bid, with the



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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.

21. Change Order

- 21.1. The Higher Education Commission (HEC) may at any time, by a written order given to the Vendor / Services Supplier 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 Vendor / Services Supplier.
- 21.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor / Services Supplier'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 Vendor / Services Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor / Services Supplier's receipt of the Higher Education Commission (HEC) change order.
- 21.3. Prices to be charged by the Vendor / Services Supplier 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 Vendor / Services Supplier for similar services.

22. Contract Amendment

- 22.1. 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.

23. Assignment

- 23.1. Neither the Higher Education Commission (HEC) nor the Vendor / Services Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

24. Delays in the Vendor / Services Supplier's Performance

- 24.1. Provision and performance of the Services shall be done by the Vendor / Services Supplier in accordance with the time schedule prescribed by the Higher Education Commission (HEC) in the Schedule of Requirements.
- 24.2. If at any time during performance of the Contract, the Vendor / Services Supplier should encounter conditions impeding timely provision and performance of the Services, the Vendor / Services Supplier 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 Vendor / Services Supplier's notice, the Higher Education Commission (HEC) shall evaluate the situation and may at its discretion extend the Vendor / Services Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 24.3. Except as provided under GCC Clause 28, a delay by the Vendor / Services Supplier in the performance of its delivery obligations shall render the Vendor / Services Supplier liable



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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.

25. Liquidated Damages

- 25.1. Subject to GCC Clause 28, if the Vendor / Services Supplier 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***.

26. Termination for Default

- 26.1. The Higher Education Commission (HEC), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor / Services Supplier and may terminate the Contract if the Vendor / Services Supplier causes a fundamental breach of the Contract.
- 26.2. Fundamental breaches of Contract shall include, but shall not be limited to the following:
- (a) the Vendor / Services Supplier fails to provide any or all of the 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 Vendor / Services Supplier fails to perform any other obligation(s) under the Contract;
 - (c) Vendor / Services Supplier's poor performance; or
 - (d) Any type of complaints against the Vendor / Services Supplier's Janitorial and Horticulture Services at HEC;
 - (e) Vendor / Services Supplier's failure to submit Performance Guarantee within the time stipulated in the SCC;
 - (f) the Vendor / Services Supplier has abandoned or repudiated the contract.
 - (g) the Vendor / Services Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (h) the Higher Education Commission (HEC) gives Notice to that Vendor / Services Supplier with the deficiencies is a fundamental breach of Contract and the Vendor / Services Supplier 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 Vendor / Services Supplier 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.

- 26.3. 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



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procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor / Services Supplier shall be liable to the Higher Education Commission (HEC) for any excess costs for such similar Services. However, the Vendor / Services Supplier shall continue performance of the Contract to the extent not terminated.

27. Termination for Force Majeure

27.1. 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.

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 are within the power of the Party invoking Force Majeure to prevent.

27.2. 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 Vendor / Services Supplier 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.

28. Termination for Insolvency

28.1. The Higher Education Commission (HEC) may at any time terminate the Contract by giving written notice to the Vendor / Services Supplier if the Vendor / Services Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor / Services Supplier, 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).

29. Termination for Convenience

29.1. The Higher Education Commission (HEC), by written notice sent to the Vendor / Services Supplier, 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.

29.2. The Services that are complete and ready for deliver within thirty (30) days after the Vendor / Services Supplier’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:



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- (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 Vendor / Services Supplier an agreed amount for partially completed Services previously procured by the Vendor / Services Supplier.

30. Disputes Resolution

- 30.1. 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.
- 30.2. 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.
- 30.3. Any unsolved dispute may be referred by either party to an arbitrator.

31. Procedure for Disputes Resolution

- 31.1. The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.
- 31.2. 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.
- 31.3. 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. Replacement of Arbitrator

- 32.1. Should the Arbitrator resign or die or should the Higher Education Commission (HEC) and the Vendor / Services Supplier 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.

33. Limitation of Liability

- 33.1. Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to **GCC Clause 8**,
 - (a) The Vendor / Services Supplier 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 Vendor / Services Supplier to pay liquidated damages to the Higher Education Commission (HEC); and
 - (b) The aggregate liability of the Vendor / Services Supplier 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 Vendor / Services Supplier to indemnify the Higher Education Commission (HEC) with respect to patent infringement.



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34. Notices Mode of Communication

- 34.1. 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.
- 34.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

35. Taxes and Duties

- 35.1. A foreign Vendor / Services Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
- 35.2. If any tax exemptions, reductions, allowances, or privileges may be available to the Vendor / Services Supplier in Pakistan, the Higher Education Commission (HEC) shall use its best efforts to enable the Vendor / Services Supplier to benefit from any such tax savings to the maximum allowable extent.
- 35.3. A local Vendor / Services Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until provision of the contracted Services to the Higher Education Commission (HEC).

36. Documentary Evidence of Janitorial and Horticulture Staff

- 36.1. The selected firm will be bound to provide the attested copies (attested by the Head of Firm) of following documents for all the Janitorial and Horticulture Staff who will be deployed by the firm for the Janitorial and Horticulture Services at HEC premises, Islamabad:
- (a) Copy of Bio Data Form as per sample that will be provided by the HEC to the Selected Firm along with the letter of Intent.
 - (b) Passport Size Photograph affixed on the data form;
 - (c) Copy of CNIC affixed on the back side of the data form;
- 36.2. It is the sole responsibility of the Selected Firm to provide the aforementioned documents vide GCC Clause 36.1.(a) to (c). The failure of Vendor / Services Supplier to provide the aforementioned required documents as per 36.1, shall result in penalization of the Vendor / Services Supplier upto Rs.500/- per Janitorial and Horticulture Staff Member during the 1st Month of deployment, upto Rs.1,000/- per Janitorial and Horticulture Staff Member during the 2nd Month of deployment, upto Rs.1,500/- per Janitorial and Horticulture Staff Member during the 3rd Month of deployment and upto Rs.2,000/- per Janitorial and Horticulture Staff Member from the rest of the duration from 4th to final Month of deployment. HEC may proceed for the cancellation of contract with the Vendor / Services Supplier during any stage due to the non-provision of the required document by the Vendor / Services Supplier.
- 36.3. It is the responsibility of the selected firm to ensure custody and the verification of the following documents from all the Janitorial and Horticulture Staff who will be deployed by the firm for the Janitorial and Horticulture Services at HEC premises, Islamabad:
- (a) Copy of Domicile;
 - (b) Police Verification Certificate;
 - (c) Physical and Medical Fitness Certificate from Registered Medical Practitioner;
 - (d) Copy of Covid-19 Vaccination Certificate;



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- 36.4. The attested copies (attested by the Head of Firm) of aforementioned documents vide GCC Clause 36.3.(a) to (d) will be provided by the Selected Firm as and when required by HEC. In case of failure of Vendor / Services Supplier to provide the aforementioned required documents, HEC may proceed as per GCC Clause 36.2.
- 37. Discipline of Vendor / Services Supplier and its Janitorial and Horticulture Staff**
- 37.1. The Vendor / Services Supplier ensure that every Janitorial and Horticulture Staff (Supervisor, janitors and Gardeners) 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 Vendor / Services Supplier shall be held responsible, and action shall be taken as decided by the Higher Education Commission (HEC)' authorities.
- 37.2. The Vendor / Services Supplier must ensure that their Janitorial and Horticulture Staff which will be deployed at HEC 'for Janitorial and Horticulture Services' is not addicted to the smoking or any kind of drugs and alcohol etc.
- 37.3. 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 **Vendor / Services Supplier** or its Janitorial and Horticulture Staff **during the probationary period**, the HEC reserves the right to terminate the contract / agreement.
- 37.4. 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 **Vendor / Services Supplier** or its Janitorial and Horticulture Staff after the probation period, **HEC** will give One-month advance Notice 'in writing' to the **Vendor / Services Supplier** to improve its performance. If the **Vendor / Services Supplier** fails to improve its performance after receiving this Notice, the **HEC** will serve a **Reminder Notice** 'in writing' to the **Vendor / Services Supplier** to improve its performance. If the Vendor / Services Supplier fails to improve its performance after receiving notice from HEC, the HEC reserves the right to terminate the contract / agreement. In such case, the 100% performance guarantee amount 'submitted by the **Vendor / Services Supplier**' 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)(49) "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.
- 37.5. Any negligence by the Janitorial and Horticulture Staff or the Vendor / Services Supplier, the said Vendor / Services Supplier will be held responsible and will bear the loss due to their negligence;
- 37.6. Vendor / Services Supplier shall be fully held responsible in case of any misconduct caused by the Janitorial and Horticulture personnel of the Vendor / Services Supplier;
- 37.7. The Vendor / Services Supplier shall be responsible for any theft or damage to the property caused during cleaning and housekeeping;
- 37.8. In case of leave / absence of Janitorial and Horticulture Staff from the duty, the Vendor / Services Supplier shall be the sole responsible for provision of suitable replacement during the leave period of Janitorial and Horticulture Staff.



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- 37.9. The Janitorial and Horticulture Staff of Vendor / Services Suppliers may require to be trained for Firefighting etc.;
- 37.10. The Supervisor of Vendor / Services Supplier must be able to keep entry / exist (attendance as well as arrival and departure) record of the Vendor / Services Supplier's Janitorial and Horticulture Staff at the premises of Higher Education Commission (HEC);
- 37.11. In case of any emergency, the Vendor / Services Supplier needs to have adequate resources available to provide back up at desired location(s);
- 37.12. The selected firm must have its own RESPONSE UNIT in order to deal with any untoward situation regarding the Janitorial and Horticulture Services;

38. Machinery and Equipment

- 38.1. The machinery / equipment for janitorial and horticulture work shall be provided by the Vendor / Services Supplier at its own cost as and when required by the Higher Education Commission (HEC). In case of error/fault in this machinery/equipment, the Vendor / Services Supplier 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 Vendor / Services Supplier at its own cost. The Higher Education Commission (HEC) shall not pay any additional charges for these purposes.

39. Termination of Contract due to Unsatisfactory / Substandard Performance of the Vendor / Services Supplier

- 39.1. 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 **Vendor / Services Supplier** or its Janitorial and Horticulture Staff during the probationary period, the **HEC** reserves the right to terminate the contract / agreement.
- 39.2. 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 **Vendor / Services Supplier** or its Janitorial and Horticulture Staff after the probation period, **HEC** will give One-month advance Notice 'in writing' to the **Vendor / Services Supplier** to improve its performance. If the **Vendor / Services Supplier** fails to improve its performance after receiving this Notice, the **HEC** may serve a **Reminder Notice** 'in writing' to the **Vendor / Services Supplier** to improve its performance. If the Vendor / Services Supplier fails to improve its performance after receiving notice from HEC, the HEC reserves the right to terminate the contract / agreement.
- 39.3. 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 **Vendor / Services Supplier**' 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)(49) "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.

40. Janitors and Gardeners must stay at place of duty

- 40.1. After completion of the work on daily basis, the Janitors and gardeners must stay at the place of duty (relevant floor of Janitor and relevant lawn of gardener) so that he / she will



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be accessible for the HEC relevant Staff in order to perform the duty as mentioned in the schedule of requirement.

41. Periodic Checkup of Janitorial and Horticulture Staff by the Vendor / Services Supplier

41.1. The Vendor / Services Supplier shall also ensure periodic checks of Janitorial and Horticulture Staff deployed at various locations of the Higher Education Commission (HEC) to ensure the quality services at all times.

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

42.1. 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).

42.2. 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.

43. Inspection and Penalties

43.1. The Inspection Committee constituted by In-charge (Services) / 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 Janitorial and Horticulture Services by the Vendor / Services Supplier;

43.2. The absence of Janitorial and Horticulture Staff without replacement will cause severe disturbance in the Janitorial and Horticulture Services at HEC premises. So in case of Janitorial and Horticulture Staff's absence without replacement, an amount upto One Day's Salary per Janitorial and Horticulture Staff per day in lieu of Janitorial and Horticulture Staff's absence from duty as well as penalty on the Vendor / Services Supplier due to non-provision of replacement of absent Janitorial and Horticulture Staff that ultimately leads towards severe disturbance in the Janitorial and Horticulture Services.

43.3. The late arrival and early departure of janitor or gardener will also cause severe disturbance in the Janitorial and Horticulture Services at HEC premises. So in such case, the Vendor / Services Supplier shall be penalized upto one day's salary of a Janitorial and Horticulture Staff against four late arrivals or early departure from fifteen minutes to two hour and upto one day's salary per Janitorial and Horticulture Staff per day for late arrival and early departure beyond two hours considering it as an absence.

43.4. If the Janitorial and Horticulture Staff is found working without proper uniform, an amount upto Rs.500/- per Janitorial and Horticulture Staff per day shall be deducted from the bill of the Vendor / Services Supplier;

43.5. If the Janitorial and Horticulture Staff fails to provide Janitorial and Horticulture Services at any Higher Education Commission (HEC) premises regarding daily basis requirement as per **Section – V Clause 2.4**, an amount upto Rs.500/- per Janitorial and Horticulture Staff per occurrence per day shall be deducted from the bill of the Vendor / Services Supplier;

43.6. If the Vendor / Services Supplier fails to provide Janitorial and Horticulture Services at any Higher Education Commission (HEC) premises regarding weekly basis requirement as per **Section – V Clause 2.5**, the work may be done from any other party and an amount upto Rs.2,000/- or any amount equivalent to the expenditure to be incurred for the purpose per occurrence per location (whichever is greater) shall be deducted from the bill of the Vendor / Services Supplier;



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- 43.7. If the Vendor / Services Supplier fails to provide Janitorial and Horticulture Services at any Higher Education Commission (HEC) premises regarding Fortnightly basis requirement as per **Section – V Clause 2.6**, the work may be done from any other party and an amount upto Rs.5,000/- or any amount equivalent to the expenditure to be incurred for the purpose per occurrence per location (whichever is greater) shall be deducted from the bill of the Vendor / Services Supplier;
- 43.8. If the Vendor / Services Supplier fails to provide Janitorial and Horticulture Services' machinery as per **Section – V Clause 2.7**, as and when required at any Higher Education Commission (HEC) premises, machinery will be obtained and work will be done from any other party and an amount equivalent to the expenditure to be incurred for the purpose shall be deducted from the bill of the Vendor / Services Supplier;
- 43.9. If the Vendor / Services Supplier fails to provide the required documents of Janitorial and Horticulture Staff as per Section 36 of General Conditions of Contract (GCC) and as per Section 25 of Special Condition of the Contract (SCC), the Vendor / Services Supplier shall be penalization upto Rs.500/- per Janitorial and Horticulture Staff during the 1st Month of deployment, upto Rs.1,000/- per Janitorial and Horticulture Staff during the 2nd Month of deployment, upto Rs.1,500/- per Janitorial and Horticulture Staff during the 3rd Month of deployment and upto Rs.2,000/- per Janitorial and Horticulture Staff from the rest of the duration from 4th to final Month of the deployment. HEC may proceed for the cancellation of contract during any stage due to the non-provision of the required document by the Vendor / Services Supplier.
- 43.10. During weekly inspection of cleanliness by the Inspection Committee, the Assistant Director (Services) or any person nominated by the In-charge (Services) / Director General (Services); upon report, may record the performance of the Vendor / Services Supplier regarding Janitorial and Horticulture Services at HEC premises. For unsatisfactory performance, a penalty upto Rs.20,000/- may be imposed every time.
- 43.11. The Vendor / Services Supplier will be held responsible to make up the loss upto Rs.300,000/- (Rupees Three Hundred Thousand only) - directly caused by the negligence / mishandling of any item of HEC by the Janitorial and Horticulture Staff of the Vendor / Services Supplier against single incident after depreciation cost. The matter will be investigated by the HEC and the Vendor / Services Supplier. In case of any dispute, the decision of the Executive Director HEC shall be binding on both the parties.



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SECTION VII: 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)	
Definitions			
1	1.1.(a)	The title of the subject procurement or The Project is:	Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement as per <i>GCC Clause 1</i>
2	1.1.(l)	The Procuring Agency is:	Higher Education Commission (HEC) as per <i>GCC Clause 1</i>
3(a)	1.1.(q)	The Vendor / Services Supplier is:	Janitorial and Horticulture firm which will be hired after the tendering process as per <i>GCC Clause 1</i>
3(b)	1.1.(aaa)	Working Hours:	8 working hours per day as per <i>GCC Clause 1</i>
3(c)	1.1.(bbb)	Working Days:	Six (06) working days per week for all Janitorial and Horticulture Staff as per <i>GCC Clause 1</i>
Governing Language			
4	4.1	The Governing Language shall be:	English as per <i>GCC Clause 4</i>
Applicable Law			
5	5.1	The Applicable Law shall be:	Laws of the Govt. of Pakistan as per <i>GCC Clause 5</i>
Country of Origin			
6	6.1	Country of Origin is:	Pakistan as per <i>GCC Clause 6</i>
Performance Guarantee			
7	10.1	The amount of Performance Guarantee shall be:	10% of Total Bid Value as per <i>GCC Clause 10</i>
8	10.6	After provision and acceptance of the Services, percent of the Performance Guarantee shall be withheld to cover the Vendor / Services Supplier’s warranty obligations.	The Performance Guarantee will be discharged by the Higher Education Commission (HEC) and returned to the Vendor /



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SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract (SCC)	
			Services Supplier not later than sixty (60) days following the date of completion of the Vendor / Services Supplier's performance obligations under the Contract, including any warranty obligations as per GCC Clause 10
Inspections and Tests			
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 Vendor / Services Supplier's own expense and responsibility in terms of the items specified in the specifications. The Vendor / Services Supplier 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 Clause 11
Uniform of Janitorial and Horticulture Staff			
10	12	Uniform of the Janitorial and Horticulture Staff:	As per GCC Clause 12
Related Services			
11	13	Related services to be provided are:	As per GCC Clause 13
Wages of Janitorial and Horticulture Staff			
13	14	Wages of Janitorial and Horticulture Staff:	As per GCC Clause 14
Age Limit of Janitorial and Horticulture Staff			
14	15.1	Age limit for Janitorial and Horticulture Staff:	Janitorial and Horticulture Supervisor's age not less than thirty-five (35) years and not more than Sixty-two (62) years as per GCC Clause 15.1.
			Janitor's age not less than Eighteen (18) years and not more than fifty-five (55) years as per GCC Clause 15.2.
			Gardener's age not less than Eighteen (18) years and not more than fifty-five (55) years as per GCC Clause 15.3.



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SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract (SCC)	
Subletting or Subleasing of Services/agreement			
15	16.1	Subletting or Subleasing of Services/agreement	Not allowed as per <i>GCC Clause 16.</i>
Replacement of Janitorial and Horticulture Staff			
16	17	Replacement of Janitorial and Horticulture Staff	As per <i>GCC Clause 17.</i>
Room and Food			
17	18	Room, Transport and Food provision:	As per <i>GCC Clause 18.</i>
Payment			
18	19.1	The method and conditions of payment to be made to the Vendor / Services Supplier 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) subject to the satisfactory performance report from their place of duty at Higher Education Commission (HEC) regarding Janitorial and Horticulture Services at HEC premises as per <i>GCC Clause 19.1.</i>
19	19.3	Payments shall be made by the Higher Education Commission (HEC):	within thirty (30) days as per <i>GCC Clause 19.3.</i>
Prices			
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 as per <i>GCC Clause 20.</i>
Liquidated Damages			
21	25.1	Applicable rate:	Rs.300,000/- (Rupees Three Hundred Thousand only) Maximum deduction: is equal to the Performance Guarantee. as per <i>GCC Clause 25.</i>
Procedure for Disputes Resolution			
23	30	Procedure for Dispute Resolution	As per <i>GCC Clause 31.</i>
24	30.1	Higher Education Commission (HEC)'s address for notice purposes:	Mr. Bilal Ahmad Assistant Director (Services)



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SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract (SCC)	
			Higher Education Commission Sector H-9, Islamabad - Pakistan + 92-51-9040-1509 biahmed@hec.gov.pk
Documentary Evidence of Janitorial and Horticulture Staff			
25	36.1	Required Documentary Evidence of Janitorial and Horticulture Staff to be deployed at the premises of HEC <i>“before the start of Services provision”</i>	<ul style="list-style-type: none"> i. Copy of Bio Data Form maintained by the Vendor / Services Supplier ii. Passport Size Photograph iii. Copy of CNIC
	36.3	Custody and Verification by the Selected Firm regarding requisite Documentary Evidence of Janitorial and Horticulture Staff to be deployed at the premises of HEC. <i>“Required to be submitted by the Selected Firm as and when required by HEC.”</i>	<ul style="list-style-type: none"> i. Copy of Domicile ii. Police Verification Certificate iii. Physical and Medical Fitness Certificate from Registered Medical Practitioner iv. Copy of Covid-19 Vaccination Certificate
Discipline of Vendor / Services Supplier and its Janitorial and Horticulture Staff			
26	37	Discipline of Vendor / Services Supplier and its Janitorial and Horticulture Staff	As per <i>GCC Clause 37.</i>
Machinery and Equipment			
26	38	Machinery and Equipment	As per <i>GCC Clause 38.</i>
Termination of Contract due to Substandard Performance of the Vendor / Services Supplier			
26	39	Termination of Contract due to Substandard Performance of the	As per <i>GCC Clause 39.</i>



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SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract (SCC)	
		Vendor / Services Supplier	
Janitors and Gardeners must stay at place of duty			
27	40	Janitors and Gardeners must stay at place of duty	As per <i>GCC Clause 40.</i>
Periodic Checkup of Janitorial and Horticulture Staff by the Vendor / Services Supplier			
28	41	Periodic Checkup of Janitorial and Horticulture Staff by the Vendor / Services Supplier	As per <i>GCC Clause 41.</i>
Higher Education Commission (HEC)'s Right to reject Any or All Bids			
29	42	Higher Education Commission (HEC)'s Right to reject Any or All Bids	As per <i>GCC Clause 42</i>
Inspection and Penalties			
30	43	Inspection and Penalties	As per <i>GCC Clause 43.</i>

SECTION – VIII: STANDARD FORMS



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Form 1: Letter of Bid for Technical Proposal

INSTRUCTIONS TO BIDDERS:

Place this Letter of Bid in the first envelope **“TECHNICAL PROPOSAL”**.

The Bidder may prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form.

Date of this Bid submission: _____
[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

Title of Tender: Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

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To: Assistant Director (Services)
Higher Education Commission
Sector H-9, Islamabad

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

(a) the Technical Proposal,
and

(b) the Financial Proposal.

In submitting our Bid, we make the following declarations:

(a) **Bid Submission through PPRA-EPADS**

(b) that we have uploaded and finally submitted the bidding documents (in soft form) on PPRA Electronic Government Procurement (eGP) e-Pak Acquisition & Disposal System (EPADS) on _____ [date of uploading and finally submission of the bidding document] and we knew that no bidding document shall be accepted by the HEC if any of the submission formats (physical form at HEC and soft form at PPRA-EPADS) will be missed by us before the deadline i.e. **24th June 2025 at 1330 hrs (01:30 pm)**.

(c) **No reservations:**

that we have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (**ITB 9**);

(d) **Eligibility:**

that we meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**;

(e) **Bid/Proposal-Securing Declaration:**

that we have not been suspended nor declared ineligible by the Higher Education Commission (HEC) based on execution of a Bid Securing Declaration or Proposal Securing Declaration in **Pakistan** in accordance with **ITB 4**;

(f) **Conformity:**

that 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 Janitorial and Horticulture Services etc.



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- (g) **Bid Validity Period:**
that our Bid shall be valid for the period specified in **BDS 20** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in **BDS 29** (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (h) **Performance Guarantee:**
that if our Bid is accepted, we commit to deposit a Performance Guarantee in accordance with the bidding document vide **BDS 45**;
- (i) **One Bid per Bidder:**
that 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 19**;
- (j) **Suspension and Debarment:**
That we, along with any of our subcontractors, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Higher Education Commission (HEC). Further, we are not ineligible under Pakistani laws;
- (k) **State-owned enterprise or institution:** [select the appropriate option]
☐ that we are not a state-owned enterprise or institution
☐ that we are a state-owned enterprise or institution but meet the requirements
- (l) **Binding Contract:**
that we understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) **Not Bound to Accept:**
that we understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (n) **Fraud and Corruption:**
that we hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder:

[insert complete name of Bidder]

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



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Form 2: Bid Security Information Form

INSTRUCTIONS TO BIDDERS:

Place this Bid Security Document in the first envelope “**TECHNICAL PROPOSAL**”.

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

Title of Tender: Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

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Beneficiary: Higher Education Commission (HEC)

Bid Security Bank Draft or Pay Order Number: _____
[Insert Bid Security reference number]

Bid Security Bank Draft or Pay Order Date of Issuance: _____ day of _____ 2025
[insert date] [insert month]

Bid Security (Bank Name): _____

Bid Security (Bank Branch): _____

Bid Security (Bank Branch Code): _____

Bid Security (Bank Branch City): _____

It is stated that I/We _____
[insert name of the Bidder] (hereinafter called "the Applicant") am / are going to submit to the Beneficiary our Bid hereinafter called “the Bid”) for **Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement** under Request for Bids No.2(200)/Tender/Janitorial and Horticulture /Estate/Services/HEC/2025/ (“the RFB”).

Furthermore, I/we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid security.

Therefore, I/we am/are submitting an amount of **Rs.300,000/- (Rupees Three Hundred Thousand only) in the shape of Bank Draft or Pay Order drawn in favour of Higher Education Commission (HEC).**

Name of the Bidder:

[insert complete name of Bidder]

Name, Designation & Signature of authorized person with Firm’s Official Stamp & Date:



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Form 3: Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date of this Bid submission: _____

[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

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1. **Bidder's Name:** _____
[insert Bidder's legal name]

2. **Title of Business:** _____
[Bidder's Full Name]

3. **NTN Number:** _____
[insert NTN Number of the Bidder (Firm/Company)]

4. **Whether the Bidder's NTN is currently active as per FBR?** Yes OR No

5. **General Sales Tax (GST) Registration Number (STRN):** _____
[insert Sales Tax Registration Number (STRN) of the Bidder (Firm/Company)]

6. **Whether the Bidder's General Sales Tax (GST) is currently **Operative** as per FBR or Provincial Tax Authorities?** Yes OR No

7. **Bidder's actual country of registration:** _____

[insert actual or intended country of registration]

8. **Bidder's year of establishment / registration:** _____
[insert Bidder's year of Establishment / registration]

9. **Bidder's in Operations (Number of years):** _____

10. **Bidder's Address in country of registration:** _____

[insert Bidder's legal address in country of registration]



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11. Bidder's Email Address: _____

12. Bidder's Website Address: _____

13. Bidder's Bank Account Details:

Sr. No.	Account Number	Bank Name	Bank Branch with Branch Code and City
1.			
2.			
3.			
4.			

14. Bidder's Total Number of Janitorial Staff currently available at the Pay Roll of Bidder: _____

15. Bidder's Total Number of Horticulture Staff currently available at the Pay Roll of

Bidder: _____

16. Bidder's Authorized Representative Name: _____

[insert Authorized Representative's name]

17. Bidder's Authorized Representative Address: _____

[insert Authorized Representative's Address]

18. Bidder's Authorized Representative Telephone: _____

[insert Authorized Representative's telephone numbers]

19. Bidder's Authorized Representative Fax numbers: _____

[insert Authorized Representative's fax numbers]

20. Mobile numbers: _____

[insert Authorized Representative's Mobile numbers]

21. Email Address: _____

[insert Authorized Representative's email address]



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Form 4: Financial Situation and Performance

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date of this Bid submission: _____

[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

Title of Tender: Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

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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-equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					



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Type of Financial information in (currency)	Historic information for previous <i>[insert number] years, [insert in words]</i> (amount in currency, currency, exchange rate*, PKR-equivalent)				
Cash Flow Information					
Cash Flow from Operating Activities					

* 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.

☐ Attached are copies of financial statements¹ for the *last three (03)* years required above; and complying with the requirements.

Name of the Bidder:

[insert complete name of Bidder]

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

¹ 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.



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Form 5: Average Annual Turnover (Annual Sales Value)

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date of this Bid submission: _____
[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

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Annual Turnover data (Last Three Years)			
Year	Amount Currency <i>[insert amount and indicate currency]</i>	Exchange rate* (If applicable)	PKR equivalent
		Average Annual Turnover **	

* Refer ITA 14 for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA 3.2.

Name of the Bidder:

[insert complete name of Bidder]

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



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Form 6: Current Contract Commitments / Contracts in Progress

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date of this Bid submission: _____
[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

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Name of Contract(s)	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:

[insert complete name of Bidder]

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



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Form 7: Contracts Completed During the Last Three Years

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date of this Bid submission: _____
[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

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Procuring Agency	Value (Amount)	Year	Services Supplied	Country of Destination

Name of the Bidder:

[insert complete name of Bidder]

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



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Form 8: Historical Contract Non - Performance, and Pending Litigation and Litigation History

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date of this Bid submission: _____

[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

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☐ Not debarred due to deviation from commitment of Bid Securing Declaration

☐ Not debarred due to non-performance

Year [insert year]	Non-performed portion of contract [insert amount and 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] Reason(s) for nonperformance: [indicate main reason(s)]	Total Contract Amount (current value, currency, exchange rate and PKR equivalent) [insert amount]
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			



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Year of dispute <i>[insert year]</i>	Amount in dispute (currency) <i>[insert amount]</i>	Contract Identification Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Agency: <i>[insert full name]</i> Address of Procuring Agency: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Agency" or "Vendor / Services Supplier"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	Total Contract Amount (currency) PKR Equivalent (exchange rate) <i>[insert amount]</i>
<input type="checkbox"/> No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			



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

Name of the Bidder:

[insert complete name of Bidder]

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



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Form 9: List of Janitorial Staff which are currently available with the Bidder

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

(Use same multiple sheets in case of larger quantity of Janitorial Staff)

Date of this Bid submission: _____

[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

Title of Tender: Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

Page No.: Page _____ of _____ pages

Sr. No.	Name of Janitor	Father's Name	Age as per CNIC on closing date of Tender

Name of the Bidder:

[insert complete name of Bidder]

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



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Form 10: List of Horticulture Staff which are currently available with Bidder

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

(Use same multiple sheets in case of larger quantity of Horticulture Staff)

Date of this Bid submission: _____

[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

Title of Tender: Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

Page No.: Page _____ of _____ pages

Sr. No.	Name of Gardener	Father's Name	Age as per CNIC on closing date of Tender

Name of the Bidder:

[insert complete name of Bidder]

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



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Form 11: List of Janitorial and Horticulture Tools and Machinery currently available with the Bidder

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

(Use same multiple sheets in case of larger quantity of Janitorial and Horticulture Machinery)

Date of this Bid submission: _____
[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

Title of Tender: Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

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Sr. No.	Name of Tool / Machinery	Description / Dimension with Company	Quantity

Name of the Bidder:

[insert complete name of Bidder]

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



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Form 12: Letter of Bid for Financial Proposal

INSTRUCTIONS TO BIDDERS:

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

The Bidder may prepare the Letter of Bid - Financial Proposal on its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form.

Date of this Bid submission: _____
[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

Title of Tender: Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

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To: Assistant Director (Services)
Higher Education Commission
Sector H-9, Islamabad

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal
In submitting our Financial Proposal, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 20** (as amended, if applicable) from the date fixed for the bid submission deadline specified in **BDS 20** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

[insert the total price of the bid **in figures**, indicating the various amounts and the respective currencies];

[insert the total price of the bid **in words**, indicating the various amounts and the respective currencies];

- (c) **Discounts:** The **discounts** offered and the methodology for their application are:

- (i) The discounts offered are:

[Specify in detail each discount offered]

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below:

[Specify in detail the method that shall be used to apply the discounts];

- (d) **Commissions, gratuities, and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:
[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].



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Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (f) **Not Bound to Accept:**
We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and

Name of the Bidder:

[insert complete name of Bidder]

Name, Designation & Signature of authorized person with Firm’s Official Stamp & Date:



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Form 13: Bill of Quantities (BoQs) / Price Schedule / Financial Bids

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

Title of Tender: Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

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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**.

Rates must be quoted in INR inclusive of all applicable taxes including GST.						
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.	Janitorial and Horticulture Supervisor (Male) having age between thirty-five (35) to sixty-two (62) years	(02) Two				
2.	Janitors having age between eighteen (18) to fifty-five (55) years	(30) Thirty				
3.	Gardeners having age between eighteen (18) to fifty-five (55) years	(10) Ten				
Total Bid Amount per year including GST (in numbers)						
Total Bid Amount per year including GST (in Words)						

Name of the Bidder:

[insert complete name of Bidder]

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



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SECTION IX: CONTRACT / AGREEMENT AND INTEGRITY PACT



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Draft Contract / Agreement

[to be executed on the Stamp paper comprising of six (06) leaves in which the worth of each leave shall be Rs.100/-]

THIS AGREEMENT made at Islamabad the _____ day of _____ 2025 between **Higher Education Commission (HEC)** of Pakistan (hereinafter called “the **HEC**”) of the one part and **[name of Vendor / Services Supplier]** of **[address, city and country of Vendor / Services Supplier]** (hereinafter called “the **Vendor / Services Supplier**”) of the other part:

WHEREAS the HEC invited Bids for certain **Janitorial and Horticulture Services**, viz., “**Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement**” and has accepted a Bid by the Vendor / Services Supplier for **Provision of Janitorial and Horticulture Services at HEC Premises** in the sum of

[contract price in words and figures]

(per year and inclusive of all taxes) (hereinafter called “the **Contract Price**”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The **Vendor / Services Supplier** understand that the Bidding Document (RFP), together with HEC's Award Letter thereof included in Vendor / Services Supplier's Letter of Acceptance, shall constitute a binding contract between HEC and Vendor / Services Supplier, until a formal contract / agreement is prepared and executed;
3. 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;
 - (f) the General Conditions of the Contract;
 - (g) the HEC's Letter of Acceptance; and
 - (h) Technical Evaluation Criteria
4. This contract / agreement shall remain enforce initially for a period of **one (01) year** with a trial / probationary period of initial **three (03) months** commencing from **Date** to **Date**.
5. If the performance of the Vendor / Services Supplier will be found Satisfactory during the trial / probationary period, then it will be continued for further **nine (09) months** commencing from **Date** to **Date**.
6. The **HEC** reserves the right to extend the contract period upto maximum of three years or till the new procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement whichever is later; subject to the approval from the Competent Authority i.e. Executive Director (HEC) based upon the Satisfactory



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Performance of the **Vendor / Services Supplier** as well as on mutual agreement regarding the same rates along with the same terms and conditions basis.

7. The **HEC** reserves the right to increase or decrease in the quantity of required Janitorial and Horticulture Staff or related services or change the place of duty originally specified in the Schedule of Requirements as per Section – V without any change in unit price or other terms and conditions.
8. The **Vendor / Services Supplier** shall be bound to provide Janitorial and Horticulture Services at any **HEC** premises at Islamabad.
9. Male Janitorial and Horticulture Staff shall be deployed by the **Vendor / Services Supplier** as per Schedule of Requirements vide Section – V of the bidding document (RFP); however, HEC reserve the right to demand the Janitorial and Horticulture Services of female janitor(s) as per its requirement. The Vendor / Services Supplier does not have any right to depute female janitor(s) at its own discretion.
10. The **Vendor / Services Supplier** shall not be allowed to sublet or sublease the whole or any part of the Janitorial and Horticulture Services to any other firm / Agency etc. whatsoever during the contract period.
11. The **HEC** hereby covenants to pay the **Vendor / Services Supplier** in consideration of the provision of the Janitorial and Horticulture Services at HEC premises, the **Contract Price** inclusive of GST as per following details:

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.	Janitorial and Horticulture Supervisor (Male) having age between thirty-five (35) to sixty-two (62) years	(02) Two				
2.	Janitors having age between eighteen (18) to fifty-five (55) years	(30) Thirty				
3.	Gardeners having age between eighteen (18) to fifty-five (55) years	(10) Ten				

12. In consideration of the payments to be made by the **HEC** to the **Vendor / Services Supplier** as hereinafter mentioned, the **Vendor / Services Supplier** hereby covenants with the **HEC** to provide the **Janitorial and Horticulture Services at HEC premises** as per



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Section – V “Schedule of Requirements” and to remedy defects therein in conformity in all respects with the provisions of the Contract.

13. The Vendor / Services Supplier shall have to furnish the Performance Guarantee from a Scheduled Bank in the form of Bank Draft or Pay order amount equivalent to **10% of total Agreement Amount** drawn in favour of Higher Education Commission along-with the letter of acceptance.
14. The proceeds of the Performance Guarantee shall be payable to the Higher Education Commission (HEC) as compensation for any loss resulting from the Vendor / Services Supplier's failure to complete its obligations under the Contract.
15. The Performance Guarantee will be discharged by the HEC and returned to the **Vendor / Services Supplier** not later than sixty (60) days following the date of completion of the Vendor / Services Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
16. 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 **Vendor / Services Supplier** from the **HEC** regarding Janitorial and Horticulture Services at HEC premises.
17. Income Tax or any other tax imposed by the Government of Pakistan from time to time shall be deducted from the bill of **Vendor / Services Supplier** and GST shall be paid as per Govt. of Pakistan's rules. No additional amount shall be paid by the HEC whatsoever. Furthermore, no enhancement shall be made in the quoted rates 'as mentioned in the Clause 9 of this contract' whatsoever.
18. 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).
19. The **Vendor / Services Supplier** shall be held responsible for payment of the salaries to the Janitorial and Horticulture Staff well in time according to the Govt. of Pakistan's minimum applicable wages keeping in view the existing Government policy of minimum wages as declared by the Government of Pakistan. Any taxes, levies or profit or loss of the Vendor / Services Supplier shall not affect the standard take home wages of the Janitorial and Horticulture Staff. The Vendor / Services Supplier will in no way be allowed to pay wages lower than the standard Government / labor rules (ceiling) to the labor;
20. If the **Vendor / Services Supplier** does not pay the quoted wages to the Janitorial and Horticulture Staff (as per the Government rules), In-charge / Director General (Services) or its nominated representative can, on receipt of complains, impose penalty to the Vendor / Services Supplier and make deductions in the monthly bills which deems necessary.
21. If the Vendor / Services Supplier does not pay the wages to the Janitorial and Horticulture Staff keeping in view the existing Government policy of minimum wages as declared by the Government of Pakistan, the Higher Education Commission (HEC)'s representative may, on receipt of such complaint(s), take necessary measure and investigate the matter. If the Vendor / Services Supplier will be proven guilty after proper inquiry process; the contract will be terminated and 100% performance guarantee amount 'submitted by the Vendor / Services Supplier' shall be forfeited in favour of Higher Education Commission (HEC). Furthermore, the case of respective Vendor / Services Supplier will be proceeded for blacklisting, purpose in the light of this tender document's Section II: Instruction to Bidder (ITBs)'s sub section (H)(49) "Mechanism of Blacklisting" as well as it will be



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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.

22. If the Govt. of Pakistan revise the minimum wages rate then it may be applied accordingly (difference of amount between existing minimum wages rates and revised minimum wages rates may be added) on this contract subject to the approval from the competent authority i.e. Executive Director (HEC) as well as provision of documentary evidences by the Vendor / Services Supplier in the form of Janitorial and Horticulture Staffs' verified Bank Statements with each monthly invoice / bill by the Vendor / Services Supplier substantiating the onward provision and of the enhanced wages to their Janitorial and Horticulture Staff in accordance with the Govt. of Pakistan's minimum wages rates.
23. In case of leave / absence of Janitorial and Horticulture Staff from the duty, the **Vendor / Services Supplier** shall be the sole responsible for provision of the suitable replacement during the period. The **Vendor / Services Supplier** must ensure the arrival and departure of their Janitorial and Horticulture Staff at proper time. The work as well as the performance of the **Vendor / Services Supplier** and their Janitorial and Horticulture Staff 'deployed at the premises of the HEC' shall be monitored. In case the Janitorial and Horticulture Staff of Vendor / Services Supplier remain absent or arrive late or depart earlier from the place of duty at HEC, the penalties shall be imposed in the light of **GCC Clause 43 "Inspection and Penalties"** of the bidding document (RFP).
24. Janitorial and Horticulture Staff of the **Vendor / Services Supplier** must wear the distinct uniform 'provided by the **Vendor / Services Supplier**' bearing the **Vendor / Services Supplier's** and its Janitorial and Horticulture Staff's name. This uniform of Janitorial Supervisor, Janitors and Gardener (Male) shall be comprised of P-Cap, Shirt, Reflective vest, Pant, Shoes, masks, gloves, and Raincoats (for rainy season only) and the uniform of Janitors (Female) shall be distinct and provided by the Vendor / Services Supplier. It comprises of Scarf, Qameez, Shalwar, Reflective vest, Shoes, masks, gloves, and Raincoats (for rainy season only). In case the Janitorial and Horticulture Staff of Vendor / Services Supplier is found working without proper uniform, the penalties shall be imposed in the light of **GCC Clause 43 "Inspection and Penalties"** of the bidding document (RFP).
25. During the whole contract period, the Schedule of Required Services / deliverables 'as per **Section – V under Clause 2** of the bidding document (RFP)' 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 Vendor / Services Supplier shall perform all type of services (daily, weekly & fortnightly) during the 1st Month of the Contract Agreement in order to substantiate its capacity as well as capabilities. In case the Vendor / Services Supplier fails to provide the requisite services as per **Section – V under Clause 2** of bidding document (RFP), the penalties shall be imposed in the light of **GCC Clause 43 "Inspection and Penalties"** of the bidding document (RFP).
26. The machinery for janitorial and Horticulture work as per **Section – V under Clause 2.7** shall be provided by the **Vendor / Services Supplier** at its own cost as and when required by the HEC. In case of error/fault in this machinery/equipment, the **Vendor / Services Supplier** shall provide its services for their repair and maintenance at its own cost.



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Moreover, in case of unserviceability, this machinery shall be replaced by the **Vendor / Services Supplier** at its own cost. The **HEC** shall not pay any additional charges for these purposes. In case the Vendor / Services Supplier failed to provide the requisite machinery as per **Section – V under Clause 2.7** of bidding document (RFP), the penalties shall be imposed in the light of **GCC Clause 43 “Inspection and Penalties”** of the bidding document (RFP).

27. The **Vendor / Services Supplier** shall provide the attested copies by the Head of Firm as per **GCC Clause 36** for all the Janitorial and Horticulture Staff who will be deployed by the Vendor / Services Supplier for the Janitorial and Horticulture Services at HEC premises. In case the Vendor / Services Supplier fails to provide the requisite documents as per **Clause 36 of GCC** of bidding document (RFP), the penalties shall be imposed in the light of **GCC Clause 36.2 as well as GCC Clause 43 “Inspection and Penalties”** of the bidding document (RFP).
28. The Vendor / Services Supplier shall also ensure periodic checks of Janitorial and Horticulture Staff deployed at various locations of the HEC to ensure the quality services at all times;
29. The Vendor / Services Supplier shall not be allowed to depute new Janitorial and Horticulture Staff or replace or change the Janitorial and Horticulture Staff or change the duty of any Janitorial and Horticulture Staff from its prescribed place of duty without prior permission from the In-charge / Director General (Services) or Assistant Director (Services) or their authorized person from Higher Education Commission (HEC) premises;
30. The Janitorial and Horticulture Staff of the **Vendor / Services Supplier** will be bound to act in accordance with the lawful instructions / orders of **HEC**. On the identification by **HEC**, if any of the Janitorial and Horticulture Staff of **Vendor / Services Supplier** is found unfit for duty or disobey the instructions / orders of **HEC**, or involves in any kind of unlawful activity, he/she shall be replaced immediately by the **Vendor / Services Supplier** with suitable Janitorial and Horticulture Staff.
31. After completion of the work on daily basis, the Janitorial and Horticulture Staff must stay at the designated place of duty (relevant floor or lawn) so that he / she will be accessible for the HEC Staff of the relevant floor / lawn in order to perform the duty as mentioned in the schedule of requirement.
32. The **Vendor / Services Supplier** must ensure that their Janitorial and Horticulture Staff which will be deployed at the premises of the **HEC** ‘for Janitorial and Horticulture Services’ are not addicted to the smoking or any kind of drugs and alcohol etc.
33. The **Vendor / Services Supplier** ensure that every Janitorial and Horticulture Staff shall not be involved in any type of activity / **strike** 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 **Vendor / Services Supplier** shall be held responsible, and action shall be taken as decided by the **HEC**.
34. The duty shift of Janitorial and Horticulture Staff will be eight (08) hours per day, and they will work for six (06) days in a week at HEC premises. The **Vendor / Services Supplier** must keep entry and exist record of its Janitorial and Horticulture Staff deployed at the premises of the **HEC**.
35. In case of any emergency, the Vendor / Services Supplier needs to have adequate resources available to provide back up at desired location(s);



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36. No room will be provided by **HEC** for the residence of Janitorial and Horticulture Staff of **Vendor / Services Supplier**. Also no food and no transportation will be provided by **HEC** to the Janitorial and Horticulture Staff of **Vendor / Services Supplier**.
37. The Inspection Committee constituted by In-charge (Services) / Director General (Services) HEC will occasionally visit and test at any place and may submit report to take necessary action against the bad performance regarding provision of the Janitorial and Horticulture Services by the Vendor / Services Supplier's Janitorial and Horticulture Staff. Accordingly, the penalties will be imposed on the Vendor / Services Supplier and deduction in bill will be made as per **Clause 3, Clause 4, Clause 5 & Clause 6 of Section V of RFP and GCC Clause 43**;
38. The **Vendor / Services Supplier** shall be held responsible for any damage to the property caused during cleaning and housekeeping. Moreover, the **Vendor / Services Supplier** shall also be held responsible to make up the loss upto **Rs.300,000/- (Three Hundred Thousand only)** directly caused by the negligence / mishandling of any item of **HEC** by the Janitorial and Horticulture Staff of **Vendor / Services Supplier** against single incident after depreciation cost. The matter will be investigated by the **HEC** and the **Vendor / Services Supplier**. In case of any dispute, the decision of the Executive Director HEC shall be binding on both the parties.
39. Any communication between HEC vs Vendor / Services Supplier and Vendor / Services Supplier vs HEC will be made in the written form or in electronic form (email) that provide the record of the content of communication between both parties.
40. 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 **Vendor / Services Supplier** or its Janitorial and Horticulture Staff **during the probationary period**, the **HEC** reserves the right to terminate the contract / agreement.
41. 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 **Vendor / Services Supplier** or its Janitorial and Horticulture Staff **after the probation period**, **HEC** will give one-month advance Notice 'in writing' to the **Vendor / Services Supplier** to improve its performance. If the **Vendor / Services Supplier** fails to improve its performance after receiving this Notice, the **HEC** will serve a **Reminder Notice** 'in writing' to the **Vendor / Services Supplier** to improve its performance. If the Vendor / Services Supplier fails to improve its performance after receiving notice from HEC, the HEC reserves the right to terminate the contract / agreement.
42. 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 **Vendor / Services Supplier**' 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)(49) "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.
43. In case of any dispute between HEC and the Vendor / Services Supplier, the matter may be referred to the worthy Executive Director (HEC) for dispute resolution; where decision



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of the Executive Director (HEC) or its nominated person(s) or committee shall be binding on both the parties.

44. 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.

Vendor / Services Supplier

Director General (Services)
Higher Education Commission
Islamabad

Witness:

Vendor / Services Supplier's Witness

Assistant Director (Services)
Higher Education Commission
Islamabad



Higher Education Commission Islamabad

Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service level Agreement

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE PROVIDER OF SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Date of this Bid submission: _____
[insert date (as day, month, and year) of Bid submission]

Request for Bid No.: No.2(200)/Tender/Janitorial and Horticulture/Estate/Services/HEC/2025/

Title of Tender: Procurement of Janitorial and Horticulture Services for HEC Premises at Islamabad through Service Level Agreement

Contract value (worth): _____
Page No.: _____ of _____ pages

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

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

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

[Name of Vendor / Services Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact, or taking any action likely to defeat the purpose of this declaration, representation, and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract, or other instrument, be voidable at the option of GoP.

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

Vendor / Services Supplier

Director General (Services)
Higher Education Commission
Islamabad

Witness:

Vendor / Services Supplier's Witness

Assistant Director (Services)
Higher Education Commission
Islamabad