



No. F. 6-6/2020-Admin-I
Government of Pakistan
Drug Regulatory Authority of Pakistan
Ministry of National Health Services, Regulations & Coordination
T.F. Complex, 7-Mauve Area, G-9/4, Islamabad.

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TENDER NOTICE

Drug Regulatory Authority of Pakistan invites sealed tenders from reputable experienced firms duly registered with Federal Board of Revenue to provide janitorial services including provision of cleaning material and supplies at DRAP Headquarters located at T.F. Complex, 7-Mauve Area, G-9/4, Islamabad for a period of one year. The firms must be on Active Taxpayers List of FBR and fulfill the eligibility criteria/ terms and conditions as per tender document.

Interested and eligible firms may submit their bids in sealed envelopes using single stage two envelop procedure under the PPRA Rules, 2004. The bids must reach the office of undersigned latest by **24th March, 2021** at **11:00 AM**, which shall be opened the same day at **11:30 AM** in presence of representative of the bidders who may wish to be present.

Tender document containing terms and conditions can be obtained from the office of undersigned during office hours on payment of **Rs.1000/-** through pay order/ bank draft in favor of Drug Regulatory Authority of Pakistan Islamabad or can be downloaded from DRAP and PPRA's websites free of cost. Tender is also available on PPRA's website www.ppra.org.pk and DRAP's website www.dra.gov.pk.

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TENDER DOCUMENT / TERMS & CONDITIONS FOR HIRING
OF JANITORIAL SERVICES

1. INTRODUCTION

Drug Regulatory Authority of Pakistan, hereinafter referred to as 'the Authority', is an autonomous body of the Federal Government established under the DRAP Act, 2012 to provide for effective coordination and enforcement of Drugs Act, 1976 and to bring harmony in interprovincial trade and commerce of drugs and therapeutic goods.

2. INVITATION FOR BIDS

The Authority invites sealed bids from reputed experienced firms duly registered with Federal Board of Revenue/ Tax Department to provide janitorial services including provision of cleaning staff, cleaning material and supplies at the DRAP Headquarters located at T.F. Complex, 7-Mauve Area, G-9/4, Islamabad for a period of one year, further extendable for another year on satisfactory performance. Total carpeted area of DRAP offices is 30021 Sqft. Single stage two envelope procedure shall be used for submission of bids.

3. DEFINITIONS

3.1 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.

3.2 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.

3.3 "Client" means the authorized officer of the purchaser i.e. Assistant Director (Admin-II) or any other person, duly appointed in writing, by the Client/ purchaser.

3.4 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the services required under this tender document to any of the public/private sector organization under the contract and have registered with relevant authorities for the relevant business.

3.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.

3.6 "Contract" means the agreement entered into between the Purchaser and the Contractor.

3.7 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for the specific service/ supply followed by the signing of Contract.

3.8 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.9 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Services in question. 3.10 "Day" means calendar day.

3.11 "Purchaser" means the Drug Regulatory Authority of Pakistan or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

3.12 "Services" means the services provided / required under this document.

3.13. "Worker" means a person appointed by the bidding firm/ contractor to carry out the required/ provided cleaning services. Must be literate, physically fit and healthy and within the age bracket of 18-40 years.

4. Scope of Work

4.1. The successful contractor will provide House Keeping Services for External Areas, Internal Common Areas, Offices, Toilets & Washrooms, Lifts, Lifts Lobbies, Staircases and other area within the vicinity. House Keeping activity includes but not limited to:

- i. Daily continuous cleaning/mopping/sweeping of all floors, walls, handrails, main entrance, staircases, lobbies, lifts, walkways, glazed / Aluminum panels, glass windows, panels of windows, partition glasses, Fire Hose Cabinet's, toilets & washrooms, carpets etc. and other common areas with frequent interval of time/ Site Requirements..
- ii. Removal of cobwebs, cleaning of false ceiling of all toilets & washrooms, offices and common areas.
- iii. Supply and Maintenance of Dust Bins with garbage bag and collection of garbage from offices and all common areas shall be the responsibility of the contractor.
- iv. Spray of Air Fresheners in offices and common areas except holidays.
- v. Removal of stains / dirt spots / marks etc.

4.2. The Contractor shall provide all branded / best quality cleaning materials i.e. liquid cleaners, cleaning acids, detergents, air fresheners, and all necessary cleaning equipment/tools for the defined scope. Prior approval of the client i.e. DRAP is mandatory on providing the material every time.

4.3. The Contractor shall ensure that all the toilets & washrooms are cleaned continuously on hourly basis including floors, walls, tiles, dusting and cleaning of all sanitary fittings.

4.4. The Contractor shall ensure the provision of Tissue Rolls and Liquid Soap in all washrooms.

4.5. The Contractor shall ensure that all public areas are cleaned continuously on daily/ regular basis.

4.6. The Contractor shall ensure spray of disinfectants in the toilet and urinals to kill bacteria / insects on weekly basis.

4.7. The Contractor shall ensure general fumigation of offices and common areas on weekly basis.

4.8. The Contractor shall ensure rodent control in offices twice a month.

4.9. The Contractor shall provide 100% staff attendance on daily basis.

4.10. The Contractor shall provide machineries required to carry out activities mentioned in scope of work.

- 4.11. The Contractor shall be responsible for any damage to the property caused during cleaning and housekeeping activities.
- 4.12. The Contractor shall comply with the following conditions of service:
- i. The workers as well as the Contractor shall adhere to all policies and norms specified by the client.
 - ii. The Contractor shall certify that the resources provided are not addicted to drugs or alcohol.
 - iii. The Contractor shall adhere to all applicable laws including the labor laws and any other relevant law.
 - iv. The Contractor shall ensure to hire qualified staff as per tender document.
 - v. The Contractor shall submit the copy of CNIC of their hired employees as well as submission of particulars of workers with local police station.

5. DRESS CODE

Minimum two (02) pairs of uniforms and shoes per years must be provided by the Contractor Firm to each worker as per following:

Winter:

Shirts, Trousers, Jersey, Shoes

Summer:

Shirts, Trousers, Shoes

6. GENERAL CONDITIONS

- 6.1. The Authority at its discretion can increase/ decrease the number of workers, on already approved tender rate of payment and on the same terms & conditions, on the request of relevant Incharge in case of emergencies. The verbal intimation would be duly followed by written request mentioning therein the circumstances / reasons on next day.
- 6.2. In case number of workers increased/ decreased upon directives of the Authority, the payment shall be made/ adjusted on the already approved tender rates.
- 6.3. Contractor shall ensure the attendance of workers, strictly in accordance with agreement/ Terms and Conditions of tender.
- 6.4. In case of absence of any worker, the Contractor shall be liable to provide the required strength at site otherwise the Authority reserve the right to impose the penalty as per agreement/ tender document.
- 6.5. The Contractor will provide physically fit and sound in health workers Within age bracket of 18-40years and ensure that each worker must have following documents:-
- i. Attested photocopy of NADRA Computerized ID Card.
 - ii. Original Service Card issued by Contractor.
- 6.6. The agreement would effect from the date of signing and shall continue in force for a period of one year unless and until it is terminated in accordance with the provisions of tender documents.
- 6.7. The Contractor firm would be responsible to cover all financial rates of workers, including payment of salary and compensation to the workers and all type of taxes and levies whether acquired through collective bargaining or otherwise and all the expenditure for providing allied services.

6.8. Any increase or decrease in any levies or rates imposed by the Government/CBA, wages and/or salaries fluctuation in market rates of equipment, materials, etc. during the currency of this agreement shall be on the Contractor Firm's account and no claims for such increase shall be entertained by the Authority.

6.9. Any taxes/duties already in place or levied by the Government during the currency of the agreement will be on Contractor Firm's account and no claim shall be entertained by the Authority. If during the subsistence of this agreement or any renewal thereof any excess, tax charges or surcharge is levied in respect of the services which are subject of this agreement, by the Federal, Provincial or Local Government. Such excess, tax charges or surcharge, as the case may be, shall be payable by the Contractor Firm.

6.10. The Contractor Firm's will keep the Authority free of any liability for the cause of compensation/ legal course, if any employee of the firm claims in case of their injury, death etc.

6.11. Any claims of injuries, loss of limb or life of labor and other workers engaged/employed by the Contractor Firm for operations under this agreement or work connected directly or indirectly with the agreement shall be settled and paid by the Contractor Firm. The Authority shall in no way be responsible for any compensation in this connection.

6.12. One month prior notice in writing mentioning valid reason shall be served by either party for termination of contract. Upon the termination of this agreement the Contractor Firm shall be permitted to remove all its apparatus and equipment which may have been placed in the premises.

6.13. The Authority shall make the payment to the Contractor Firm on monthly basis after submission of bill in detail with attendance sheet with name of workers duly verified by Assistant Director (Admin-II) DRAP, Islamabad.

6.14. In case of any dispute or difference arising between the parties hereto relating to the interpretation or effect of any clause of this Agreement, the same shall be referred to Chief Executive Officer, Drug Regulatory Authority of Pakistan or his nominee as Arbitrator and his decision shall be final and binding upon the parties hereto.

6.15. The Contractor Firm shall be responsible to complete all documentation, if notified from time to time.

6.16. The Contractor Firm shall possess minimum experience to provide Janitorial Services with at least three Government Departments or Multinational or Listed Companies.

6.17. Affidavit to the effect that there was no previous litigation of the contractor or his employees with Drug Regulatory Authority of Pakistan and another Affidavit to the effect that the contractor has not been blacklisted by any Government Department/Autonomous Body/Corporation etc.

6.18. The Contractor Firm will ensure that they have enough financial capacity to pay at least two month salary timely to the deputed Manpower in DRAP and Contractor Firm should submit such undertaking signed by CEO/CFO or Managing Partner on attested stamp paper.

7. REQUIREMENT OF JANITORIAL STAFF

7.1. The Contractor Firm shall commence janitorial services at DRAP headquarters immediately after issuance of letter of award as per following deployment:

DAY SHIFT (8:00 AM to 5:00 PM)

| Location | Requirement of Janitorial Staff |
|--|--|
| | Workers |
| DRAP Head Office, T.F. Complex, G-9/4, Islamabad | 04 |
| Total | 04 |

8. PENALTY

8.1. In case of non-placement of required number of workers, the Authority has right to deduct the amount of actual wage of the absent workers for each absence from the monthly bill of Contractor Firm.

8.2. In case of any damage/loss to the Authority due to negligence of workers herewith for determination of liability a three member committee nominated by CEO DRAP will give initial findings to be considered by the management of the Authority to take appropriate measures. The decision of the Authority in this regard would be binding on the Contractor Firm.

8.3. Besides penalty, the Authority can take any appropriate action, which may include the Suspension/ Blacklisting of the contractor in accordance with the rules/law on account of loss due to negligence of employee of Contractor Firm or otherwise.

8.4. In case of any theft/damage caused by the contractor staff at premises of DRAP, the Contractor Firm will be held responsible to pay the entire losses to the Authority as determined by the above Committee.

8.5. In case of absence of any worker from his place of duty more than three days in a month, the Authority reserve the right to deduct the whole or partial salary in respect of such worker in addition to other penalty as deem appropriate.

8.6. In case of placement of inefficient workers/ placement of over-aged workers, lethargic workers, workers without proper uniform, the Authority reserve the right to deduct the whole or partial salary for such worker in addition to other penalty as deem appropriate.

9. PAYMENT

9.1. 100% payment will be made after completion of each month.

9.2. The Contractor Firm is required to submit the following documents along with bill: -

- i. Invoice with covering letter, both duly signed and stamped by authorized officer
- ii. Attendance sheet of the workers daily and monthly duly verified by the site Incharge.
- iii. Copy of any/all correspondence made with the Authority or any other agency/ person/ organization during that month regarding this contract.
- iv. Any other details/documents, if required by the Authority.
- v. Evidence / support of all claims in bills.
- vi. List of deputed workers along with their cell numbers/ CNIC number and present address.

9.3. Payment shall be made through crossed cheque and online, within 15 days after receipt of bills from the Contractor Firm. Contractor Firm is required to provide all the relevant and complete documents properly for early processing of the bill by 5th of the next month. If the bill is submitted later than 5 days, the payment due on 15th to the said month may also be accordingly delayed. The Authority requires atleast 15 days for processing of payment.

9.4. All applicable taxes and penalties shall be deducted at source from monthly invoice.

10. ARBITRATION

10.1. In case of any difference or dispute arising between the parties during the contract period, shall be referred for resolution to the Chief Executive Officer, Drug Regulatory Authority of Pakistan, or his duly authorized nominee whose decision shall be final and binding on both the parties.

11. BASIS OF OFFERS/ PRICE

11.1. For placement of Janitorial staff and allied services, the rates shall be quoted in Pak Rupees, category wise per personnel.

12. VALIDITY OF BIDS

12.1. The bids shall remain valid for a period of 90 days w.e.f. the date of opening of financial bids.

12.2. The bids validity period can be extended with mutual consent. If any bidder does not agree to extend validity period, his bid will be treated as withdrawn and the remaining valid bids will be considered.

13. GUIDELINES FOR SUBMISSION OF TENDER DOCUMENTS

13.1. The bids shall comprise a single stage containing two separate envelopes and each envelope shall contain separately the 'financial proposal' and the 'technical proposal'. The bidders shall mention on the envelope the item name applied for.

13.2. Each financial bid should accompany with the amount of earnest money (refundable) which is 3% of the total tender amount (per month charges x 12) payable in the form of bank draft or pay order from any scheduled bank in favor of Drug Regulatory Authority of Pakistan Islamabad.

13.3. The firms must clearly attach the following documents as checklist with the technical bid and non-submission of any document will result into rejection of technical bid of the firm:

- a) Company profile with proof of Registration
- b) Income Tax/ General Sales Tax Registration Certificate
- c) Experience certificate of the firm as per clause 6.16.
- d) An affidavit on stamp paper in favor of DRAP for the firm is never blacklisted by any government department.
- e) An affidavit on stamp paper undertaking that firm have enough financial capacity to pay at least two month salary timely to the deputed Manpower in DRAP signed by CEO/CFO or Managing Partner. **(Annex-I)**
- d) An undertaking on stamp paper that the bidder has read all terms and conditions of the tender mentioned anywhere in the tender documents and is liable to any punitive action for furnishing false information / documents. **(Annex-III)**

13.4. Financial Bid / Financial Proposal shall be submitted in the same format as given in **(Annex-IV)** of this document which must accompany with the earnest money as per Para 13 above i.e. 3% of total annual charges.

13.5. The selected firms will provide services within 15 days from receipt of supply orders. If services are not provided in due time, a fine of 0.5% of bid value per day will be charged to the firm. If provision of services is delayed beyond 60 days from receipt of work order, the earnest money will be confiscated and bid of the firm will be cancelled.

13.6. The tenders should reach to the office of Assistant Director (Admin-II), Drug Regulatory Authority of Pakistan, TF Complex, G-9/4 Islamabad as per time mentioned on tender notice. The technical proposals and financial proposals will be opened on the same day respectively in office of the undersigned in the presence of bidders who may like to participate. Incomplete, conditional and tenders without earnest money shall not be considered.

13.7. Earnest money of unsuccessful bidder will be returned at the end of tender process and earnest money of successful bidder will be retained till validity of service period, and the same must be valid till expiry of contract.

13.8. Bidder(s) not 'active' on active tax payer list of FBR are not eligible to apply. Firm(s) blacklisted by any government organization under PPRA Rules are also not eligible for participation.

(Ulfat Rasool)
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ON STAMP PAPER

UNDERTAKING

I/We hereby undertake and give assurance to Drug Regulatory Authority of Pakistan (Government of Pakistan) that our Janitorial Services Provider Company M/S _____ is financially sound to pay the salaries of deputed workers and other related expenses for two months, if payment is delayed by the Authority (DRAP) due to unavoidable circumstances or bills are not verified by us in time as the case may be.

SIGN & SEAL OF CEO/Director

Name: _____

CNIC # _____

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 20____ between “Drug Regulatory Authority of Pakistan (DRAP), Islamabad” (hereinafter referred to as the Authority) of one part, and “M/S_____” having offices at _____(hereinafter referred to as the Contractor) of the other part.

WHEREAS the Authority is desirous of availing the Janitorial Services/ equipment of the Contractor as per rates/ terms & conditions contained in the letter of acceptance/ tender documents/ financial bid and the contractor has accepted to provide the said services/ security personnel/ equipment as per scope, rates and terms & conditions contained in letter of acceptance/tender documents.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Contract agreement
 - b) The letter of acceptance
 - c) Tender document
 - d) The signed bids
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority to provide janitorial services in conformity in all respects with the provision of the Contract.
5. The Authority hereby covenants to pay to the Contractor in consideration of the services the amount due in accordance with the provisions of the contract.
6. In witness whereof, the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Sign & Seal on behalf of Contractor

Sign & Seal on behalf of Employer

Name: _____

Name: _____

Designation: _____

Designation: _____

Date _____

Date _____

UNDERTAKING

(Acceptable only as per provided format)

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender mentioned anywhere in the tender documents and is liable to any punitive action for furnishing false information / documents.

Dated this ____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Drug Regulatory Authority of Pakistan
Ministry of National Health Services, Regulations & Coordination
T.F. Complex, 7-Mauve Area, G-9/4, Islamabad.

FINANCIAL BID/PROPOSAL FORM

Name of Firm/Supplier: _____

Bid Security Draft No. _____ Amount. _____ Dated: _____

:

| Sr. | Description | Total Cost per Month | Total Cost for Year |
|----------------------------|---|-----------------------------|----------------------------|
| 1. | 04 Janitorial staff/Workers | | |
| 2. | House Keeping Services (Toiletries etc) as per Scope of Work of tender documents | | |
| Total Cost Annually | | | |

Rs: _____ (in figures)

_____ (In words)

Name: _____

Signature: _____

Date: _____

Stamp: _____

Note: ***Prospective Bidders are encouraged to visit/Inspect DRAP premises before quoting the Cost/Price.***
No overwriting/cutting allowed. Entries may be preferably typed.