



No. F. 6-6/2022-Admin-III (J.S)
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 (DRAP) invites sealed tenders from reputed/ experienced firms duly registered with Federal Board of Revenue for **“Provision of janitorial services including cleaning material and supplies at DRAP Headquarters located at T.F. Complex, 7-Mauve Area, G-9/4, Islamabad and National Control Laboratory for Biologicals (NCLB) located at Chak Shehzad, Islamabad”** for a period of one year. The firms should have active taxpayer’s status with at FBR website and must fulfill the eligibility criteria/ terms and conditions.

Tender documents containing terms and conditions/ eligibility & evaluation criteria 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.

Interested firms fulfilling the eligibility parameters may submit their bids in sealed envelopes using single stage two envelop bidding procedure under the Public Procurement Rules, 2004. The bids must reach the office of undersigned latest by **26th September, 2022 at 11:00 AM**, which will be opened the same day at **11:30 AM** in presence of representatives of the bidders who may wish to be present.

(Rabnawaz Khan)
Assistant Director (Admin-III)
Ph. 051-9107320



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T.F. Complex, 7-Mauve Area, G-9/4, Islamabad.

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**TENDER DOCUMENT / TERMS & CONDITIONS FOR HIRING
OF JANITORIAL SERVICES FOR DRAP HEAD OFFICE & NCLB, ISLAMABAD**

1. INTRODUCTION

Drug Regulatory Authority of Pakistan (DRAP), 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. DRAP Headquarter is housed in a rented building at T.F. Complex, 7-Mauve Area, G-9/4, Islamabad. National Control Laboratory for Biologicals (NCLB) is a specialized science laboratory of the Authority housed in a purpose-built building at NIH Health Complex, Chak Shahzad, Islamabad.

2. INVITATION FOR BIDS

The Authority invites sealed tenders from reputed/ experienced firms duly registered with relevant Government Authorities/ Federal Board of Revenue for **“Provision of janitorial services including cleaning material and supplies at DRAP Headquarters located at T.F. Complex, 7-Mauve Area, G-9/4, Islamabad and National Control Laboratory for Biologicals (NCLB) located at Chak Shahzad, Islamabad”** for a period of one year, further extendable for another year on satisfactory performance on the same rates with mutual consent. Total carpet area of DRAP Headquarters is 30021 sq. ft. whereas NCLB Office is built on a 4-Kanal plot in aforesaid area. Single stage two envelope bidding procedure shall be used for preparation and submission of bids.

3. DEFINITIONS

3.1. "Procuring Agency" means the DRAP or any of its officer duly authorized to act on its behalf in matters pertaining to procurements.

3.2. “Bidder/Tenderer” means the interested Firm/ Company/ Supplier/ Distributor who submit its bid/ tender for provision of services to the procuring agency in accordance with this tender document;

3.3. "Authorized Representative" means a representative authorized by the bidder company to sign on its behalf the bids/ orders/ contracts or any other document submitted to the procuring agency.

3.4. "Contractor/ Vendor" means the bidder/ tenderer whose bid has been accepted and who is issued Letter of Acceptance for the specific service/ supply followed by signing of Contract.

3.5. “Client” means the Drug Regulatory Authority of Pakistan and its authorized officers dealing with janitorial services and maintenance of buildings.

- 3.6. "Contract" means the agreement entered into between the Procuring Agency and the Contractor.
- 3.7. "Commencement Date of Contract" means the date of signing of the Contract between the Procuring Agency and the Contractor.
- 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. "Services" means the services provided / required under this tender document.
- 3.12. "Worker" means a person appointed by the bidder firm/ contractor to carry out the required services, who must be literate, physically fit and healthy and within the age bracket of 18-50 years of age as on the date of employment.

4. Scope of Work

- 4.1. The successful bidder/ contractor will provide housekeeping services for external areas, internal common areas, offices, toilets & washrooms, lifts, lift lobbies, windows of all floors, staircases and other areas within the vicinity. Housekeeping service 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 as per 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 bags and collection of garbage from offices and all common areas and its disposal to main Municipality's collection point;
 - 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 branded / best quality cleaning materials i.e. liquid cleaners, cleaning acids, detergents, air fresheners, and shall possess all necessary cleaning equipment/ tools for carrying the housekeeping services.
- 4.3. The Contractor shall ensure that all the toilets & washrooms are cleaned continuously on hourly basis including floors, walls, tiles, windows, dusting and cleaning of all sanitary fittings so as to keep these facilities in clean and hygienic condition.
- 4.4. The Contractor shall ensure the provision of Tissue Rolls and Liquid Soaps in all washrooms at its own expense.
- 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 at its own expense.
- 4.7. The Contractor shall ensure general fumigation of offices and common areas on weekly basis at its own expense.
- 4.8. The Contractor shall ensure rodent control in offices twice a month at its own expense.
- 4.9. The Contractor shall provide 100% staff attendance on daily basis.
- 4.10. The Contractor shall provide 1x Supervisor at DRAP Islamabad for supervision of all kind of housekeeping work and other services mentioned herein.
- 4.11. The Contractor shall provide 1x Office Runner for dusting of office furniture, equipment and other installations at NCLB, Islamabad as per requirement. All equipment, tools etc. shall be provided by the Contractor.
- 4.12. The Contractor shall provide 1x Gardner for grass cutting and maintenance of lawns / drains at NCLB, Islamabad as per requirement. All equipment, tools etc. shall be provided by the Contractor.
- 4.13. The Contractor shall provide 2x Plumber Cum Electrician, one each at DRAP Islamabad and NCLB, Islamabad, for routine repair & maintenance service of plumbing and electrical installation at DRAP Islamabad & NCLB, Islamabad. The workers to be detailed must have necessary skills and experience in their respective trade.
- 4.14. The Contractor must possess and shall provide its workers the required machinery and equipment required to carry out activities mentioned in the scope of work.
- 4.15. The Contractor shall be responsible for any damage to the property caused during cleaning and housekeeping activities.
- 4.16. 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 adhere to all applicable laws including labor laws, worker's protection laws and any other relevant law.
 - iii. The Contractor shall ensure to hire qualified staff as per tender document.
 - iv. The Contractor shall submit the copy of CNIC, One Photograph, Covid-19 Certificate of their hired workers along with police verification certificate in respect of each worker.

5. DRESS CODE

Minimum two (02) pairs of uniforms and shoes per year must be provided to each worker by the Contractor Firm which must be worn by the workers during working hours as per following:

Winter:

Company logo Shirts, Trousers, Jersey, Shoes

Summer:

Company logo Shirts, Trousers, Shoes

6. GENERAL CONDITIONS

6.1. The Client at its discretion can increase/ decrease the number of workers, on already approved tender rate and on the same terms & conditions, on the request of relevant Incharge in case of emergencies. Verbal intimation would be followed by immediate written request mentioning therein the circumstances / reasons for increase of workers.

6.2. In case number of workers increased/ decreased upon directives of the Client, the payment shall be made/ adjusted on the already approved tender rates.

6.3. The Contractor shall ensure the attendance of workers, strictly in accordance with agreement/ Terms and Conditions of tender and shall submit with the invoice/ bill the monthly attendance report of staff duly verified by the client.

6.4. The Contractor shall be liable to provide the required strength of workers at site including replacement of absent workers, failing which, the Client shall reserve the right to deduct proportional service charges of absent workers in addition to any penalty as may be imposed under the agreement/ tender document.

6.5. The Contractor will provide physically fit workers of sound health within the age bracket of 18-50 years age and ensure that each worker must have following documents while on duty: -

- i. Attested photocopy of NADRA Computerized ID Card.
- ii. Original Service Card issued by Contractor.
- iii. Covid-19 Vaccination Certificate

6.6. The agreement shall be effective from date of signing and shall continue to be in force for a period of one year unless terminated in accordance with the provisions of tender documents. The contract agreement can be extendable with mutual consent for a further period of one year on satisfactory performance on the same rates.

6.7. The Contractor firm shall be responsible to cover all financial costs 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 and the client shall have no responsibility other than contract price to be paid to the contractor.

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 regard.

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 countersigned by Assistant Director (Admin-III) 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 sole 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 **05 years'** relevant experience of providing Janitorial Services to reputed organization including atleast three clients of Public Sector Organizations and/ or private sector registered 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

6.18. Affidavit to the effect that the contractor has not been blacklisted by any Government Department/ Autonomous Body/ Corporation etc.

6.19. The Contractor Firm must have demonstrated financial soundness and human resource capacity to execute the assignment without any dependence on external sources i.e. capability to pay atleast **three-months' salary** of the deputed staff from its own resources and detail required number of workers at the client offices on demand.

6.20. 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 30 days from receipt of work order, the earnest money will be confiscated and bid of the firm will be cancelled.

6.21. Earnest money of unsuccessful bidder will be returned at the end of tender process and earnest money of successful bidder will be converted into a performance guarantee and will be retained till validity of contract period, which will be returned, subject to deductions, if any, at conclusion of the contract.

6.22. 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.

7. REQUIREMENT OF JANITORIAL STAFF

7.1. The Contractor Firm shall commence janitorial services at DRAP headquarters as well as at NCLB, Islamabad immediately after issuance of letter of award/ signing of contract as per following deployment plan or as may be demanded in writing:

DAY SHIFT (7:00 AM to 4:00 PM)

S.No.	Description of Staff	No. of Staff	Place of Posting
1.	Supervisor	01	DRAP HQ
2.	Janitorial Workers	04 03-Male 01-Female	DRAP HQ
3.	Plumber Cum Electrician	01	DRAP HQ
4.	Janitorial Workers	04	NCLB, Islamabad
5.	Plumber Cum Electrician	01	NCLB, Islamabad
6.	Gardner	01	NCLB, Islamabad
7.	Office Runner	01	NCLB, Islamabad
Total Staff		13	

8. GUIDELINES FOR PREPARATION & SUBMISSION OF BIDS

8.1. 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 tender name applied for.

8.2. 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.

8.3. 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
- b) Income Tax/ General Sales Tax Registration Certificate
- c) Income Tax Returns of the firm for last three years
- d) List of Permanent Technical and Managerial Staff of the firm/ company.
- e) Proof of experience of the firm with previous clients as per clause 6.16 i.e. experience letters or copies of work orders or contract agreement.
- f) An affidavit on stamp paper in favor of DRAP to the effect that the bidder firm has never been blacklisted by any government department and it is not involved in litigation with DRAP/ Government of Pakistan as per clause 6.17 and 6.18.
- g) An affidavit on stamp paper to the effect that the bidder firm have sound financial capacity to pay at least **three-month salary** timely to the deputed workers and bear all other expenses of services as per contract, to be signed by the CEO/ CFO or Managing Partner (**Annex-I**)
- h) A signed copy of tender document ascertaining that the bidder has read and agreed to all terms and conditions of the tender.

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

9. EVALUATION OF BIDS

The bids will be evaluated in accordance with the prescribed evaluation criteria. Technical bids obtaining minimum 70% marks in technical evaluation criteria will be considered as technically responsive bids and such bids will qualify for financial evaluation. Bids that did not obtain minimum 70% marks in technical evaluation will be declared as non-responsive and will be rejected. Financial bids will be considered on the basis of lowest bid price/ most advantageous bid as per PPRA Rules.

9.2. EVALUATION CRITERIA FOR TECHNICAL BIDS

The qualifying score out of 100 is 70% of the total Marks, obtained on evaluation criteria stated below:

S.NO	Evaluation Parameter	Max. Marks	Marks Obtained
1.	Profile of the Firm	10	
2.	Permanent technical and managerial staff having relevant qualifications & experience	10	
3.	Previous similar experience of the firm/ company	20	
4.	Number of similar contracts executed with public sector organizations More than Two contracts = 20 Two contracts = 10 marks One Contract: 05 marks	20	
5.	Income tax returns (Slab/ceiling of income tax paid during last 03 years) a) More than two million (20 Marks) b) One to two Million (10 Marks) c) Less than one million (05 Marks)	20	
6.	Requisite affidavit on stamp paper for non-blacklisting of the firm/ company	10	
7.	Requisite affidavit on stamp paper to the effect that the bidder firm have sound financial capacity to pay at least three-month salary to the deputed workers	10	

9.3. Most advantageous bid i.e. technically responsive bid having quoted the lowest bid price will be considered for acceptance and letter of acceptance will be issued to the firm accordingly. The successful bidder will be required to sign the contract agreement as per prescribed format within seven days of issuance of letter of acceptance.

10. PENALTY

10.1. In case the bidder fails to sign the contract agreement within seven days of the issuance of letter of acceptance, the procuring agency will cancel the letter of acceptance and forfeit the bid security/ performance guarantee of the firm/ company. In such situation, the procuring agency will consider the next most advantageous bid of another company/ firm.

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

10.3. In case of any damage/loss to the Authority due to negligence of workers, the amount of damage/ loss shall be recovered from the Contractor's bill. For determination of liability, a three-member committee to be nominated by CEO DRAP will give its findings to be considered by the management of the Authority to take appropriate measures. The decision of the Authority in this regard shall be binding on the Contractor Firm.

10.4. Besides penalty, the Authority can take appropriate action against the contractor, which may include the suspension of contract and blacklisting of the contractor in accordance with the public procurement rules on account of loss due to negligence of employee of Contractor Firm or otherwise failure of the company to discharge its obligations in accordance with this contract.

10.5. In case of any theft/damage caused by the contractor staff at premises of Client's offices, the Contractor Firm will be held responsible to pay the entire losses to the Authority as determined by the Client/ its Committee.

10.6. 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.

10.7. 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.

11. PAYMENT

11.1. 100% payment will be made after completion of each month.

11.2. 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.

11.3. Payment shall be made through crossed cheque and online bank transfer in the name of Contractor firm, within two or three weeks 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 get accordingly delayed. The Authority requires atleast 15 days for processing of payment.

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

12. ARBITRATION

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

13. BASIS OF OFFERS/ PRICE

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

14. VALIDITY OF BIDS

14.1. The bids shall remain valid for a period of 90 days w.e.f. the date of opening of financial bids. However, on acceptance of bid, the rates of successful bidder shall remain valid for the entire period of contract without any claim for escalation.

14.2. 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.

ON STAMP PAPER

UNDERTAKING

I/We hereby undertake on behalf of M/S _____ (the bidder company) and give firm assurance to Drug Regulatory Authority of Pakistan (Government of Pakistan) that M/S _____ (the bidder company) is financially sound to pay the salaries of deputed workers and other related expenses for atleast three months, if payment is delayed by the Authority (DRAP) due to any unavoidable circumstances or bills are not verified by the bidder company in due time as the case may be.

SIGN & SEAL OF CEO/Director

Name: _____

CNIC # _____

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 2022 between “Drug Regulatory Authority of Pakistan (DRAP), Islamabad” (hereinafter referred to as the Authority) of one part, and “M/S _____” having its offices at _____ (hereinafter referred to as the Contractor) of the other part.

WHEREAS the Authority is desirous of availing the Janitorial Services/ supply of material and 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 integral part of this agreement, viz:
 - a) Contract agreement
 - b) The letter of acceptance
 - c) Tender documents
 - 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 _____

DRUG REGULATORY AUTHORITY OF PAKISTAN

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FINANCIAL BID/PROPOSAL FORM

Name of Firm/Supplier: _____

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

Sr.	Description	Unit Rate Per month	Quantity	Total Cost per Month	Total Cost for Year
PROPOSAL FOR DRAP HEADQUARTERS					
1.	Provision of Supervisor		01		
2.	Provision of Janitorial Staff/ Workers		04		
3.	Provision of Plumber Cum Electrician		01		
4.	House Keeping Services including supplies of toiletries and materials as per Scope of Work in tender documents				
SUB-TOTAL					
PROPOSAL FOR NCLB ISLAMABAD					
1.	Provision of Janitorial Staff/ Workers		04		
2.	Provision of Plumber Cum Electrician		01		
3.	Provision of Gardner		01		
4.	Provision of Office Runner		01		
5.	House Keeping Services including supplies of toiletries and materials as per Scope of Work in tender documents				
Sub Total					
Grand Total					

Total Rs: _____ (in figures) _____ (In words)

Name: _____

Signature: _____

Date: _____

Stamp: _____

Note:

Prospective Bidders are encouraged to visit/Inspect DRAP & NCLB premises before quoting the Cost/Price.

No overwriting/cutting allowed. Entries may be preferably typed.