

No. F. 1-1/2024-Admin-IV(Security) Government of Pakistan Drug Regulatory Authority of Pakistan Ministry of National Health Services, Regulations & Coordination Prime Minister's Health Complex Park Road, Islamabad. <<<>>> TENDER NOTICE

Drug Regulatory Authority of Pakistan (DRAP) invites sealed tenders from security companies registered with Ministry of Interior/ Concerned Home Department to provide security services including deployment of security personnel at its offices located at Islamabad, Karachi, Lahore, Peshawar & Quetta for a period of one (01) year, further extendable on satisfactory performance. Interested companies must be on Active Taxpayers List of FBR and fulfill the prescribed eligibility criteria/ terms and conditions.

2. Tender documents containing terms and conditions/ eligibility & evaluation criteria can be obtained from the office of undersigned during office hours. Tender is also available on PPRA's e-Pak Acquisition and Disposal System (EPADS) online portal eprocure.gov.pk and DRAP's website <u>www.dra.gov.pk</u> free of cost.

3. The bids, prepared in accordance with instructions in the bidding documents, may be uploaded through EPADS i.e. www.eprocure.gov.pk on or before 06.11.2024 at 11:00 AM. Bids will be opened the same day atleast 30 minutes after the closing time at Drug Regulatory Authority of Pakistan, Prime Minister National Health Complex, Park Road, Islamabad in the presence of representatives of bidders, if they chose to attend the proceedings

4. Only e-bids received through EPADS will be entertained.

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No. F. 24-3/2023-Admin-III **Drug Regulatory Authority of Pakistan** Ministry of National Health Services, Regulations & Coordination Prime Minister's Health Complex, NIH Park Road, Islamabad.

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#### TENDER DOCUMENT / TERMS & CONDITIONS FOR HIRING OF SECURITY COMPANIES FOR PROVISION OF SECURITY SERVICES AT DRAP OFFICES

### 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 and its National Control Laboratory for Biologicals (NCLB) is housed at Prime Minister's Health Complex, NIH, Park Road, Islamabad. Moreover, DRAP has its field offices located in Lahore & Karachi. DRAP needs to hire services of professional security companies for provision of security services for its Head Office and Field Offices.

#### 2. INVITATION FOR BIDS

DRAP invites sealed tenders from security companies registered with Ministry of Interior/ Concerned Home Department to provide security services including deployment of security personnel at its offices located at:

- i. NCLB (National Control Laboratory for Biologicals), Prime Minister's Health Complex, Park Road, NIH Islamabad
- ii. DRAP HQ, FDSL, Prime Minister's Health Complex, Park Road, NIH Islamabad
- iii. DRAP Office, 6-AR, Birdwood Road, Lahore
- iv. 1st Floor, Benevolent Fund Building, Saddar Road, Peshawar
- v. Central Drugs Laboratory (CDL), Building No. IV, Block "B", Sindhi Muslim Cooperative Housing Society, Karachi
- vi. 2nd Floor, Building No IV, Block "B" Sindhi Muslim Cooperative Housing Society, Karachi
- vii. 92-F, Satellite Town, Block-5, Near Chandni Chowk, Quetta

Security services are required for a period of one (01) year, extendable for another year on satisfactory performance. The companies must be on Active Taxpayers List of FBR and fulfill the prescribed eligibility criteria/ terms and conditions. Interested Companies fulfilling the eligibility parameters may submit their bids in sealed envelopes using single stage two envelop bidding procedure under Rule 36(b) of Public Procurement Rules, 2004. The bids must be uploaded on EPADS by the closing date & time as mentioned in tender notice, which will be opened on the same day in presence of representatives of the bidders, who choose to be present.

### **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 who submit its bid/ tender for provision of security 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 followed by signing of Contract.

3.5. "Client" means the Drug Regulatory Authority of Pakistan and its authorized officers dealing with security services.

3.6. "Contract" means the agreement entered into between the Procuring Agency and the Contractor and include the tender document.

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. "Supervisor" means, a person to be deputed as Supervisor who is retired (JCOs) Junior Commission Officer of Armed Forced, who is on the payroll of Security Company / Firm and trained to provide the Security Services and equipped with essentially required logistics supports for effective monitoring and communication. Person shall possess leadership skills and supervisory control over the Security Guards posted by the Security Company / Firm under this agreement. He shall have working knowledge of Front Role Public Handling and Security Management Skills.

3.13. "Armed Guard" means, a person in proper & clean uniform having experience of field intelligence or Military Police or Armed Force or law enforcement agency, who is on the payroll of Security Company and trained to provide the Security Services and equipped with useful arm & ammunition like Pistol and Repeater, along with valid license and other essentially required support for effective monitoring & communication which is required to provide the sufficient Security Services on the place of posting and vicinity. He shall have working knowledge of Front Role Public Handling and Security Management Skills. He must always possess active mobile phone (cellular phone) to communicate with the security personnel and the Security Incharge on site.

3.14. "Un-Armed Guard" means, a person in proper & clean uniform who is on the payroll of Security Company and trained to provide the Security Services and equipped with essentially required support for effective monitoring & communication, which shall be required to provide the sufficient Security Services on the place of posting and vicinity. He shall have working knowledge of Front Role Public Handling and Security Management Skills. He must always possess active mobile phone (cellular phone) to communicate with the security personnel and the Security Incharge on site.

3.15. "Lady searcher" means some female security personnel who is on the payroll of Security Company and trained to interact with female visitors and search the hand bags and other possessions of female visitors as per security protocols. She must be matriculate and have good communication/ public dealing skills to welcome visitors at the front desk.

3.16. "Place of Posting" means the area where the specific Guard has been posted to provide the Security Services, in writing by the appropriate authority.

3.17. "Shift" the uninterrupted duration of twelve hours beginning from 7:00 AM to 7:00 PM and 7:00 PM to 7:00 AM for day and night shifts, respectively.

3.18. "Backup Support" means the logistic and communication support available with the company to provide assistance to the security guards, when required, for ensuring security of the premises.

#### 4. **SCOPE OF WORK**

4.1. The successful bidder/ contractor will provide security services in two shifts without gap for twenty-four (24) hours per day and seven (07) days a week at the concerned premises of DRAP Offices. For this purpose, the duty rosters of the security personnel must be provided to the DRAP Site Incharge as well as Deputy Director (Procurement, Project & Logistics), DRAP. Successful bidder may also be asked to provide on specific demand a security escort vehicle along with 02 armed guards to accompany CEO DRAP or DRAP Officers during field operations and inspections in Islamabad, Karachi, Lahore, Peshawar & Quetta on day to day basis.

4.2. The Security Company/Firm shall be responsible to provide security personnel including supervisors, armed guards, unarmed guards and lady searchers as per given specification to meet the security requirements of DRAP Offices: NUSTON V 3.

4.2.1. SECURITY SUPERVISOR

Age: Maximum 58 years.

Retirement: Normal

Fitness/ Health: Medically fit to perform security duties

Education: Retired JCOs of Armed forces.

Experience: Serving in field intelligence or Military Police or Armed Force or Law enforcement agency

Character: Verified by the Local Police/ Special Branch.

### 4.2.2. ARMED GUARD

Age: Maximum 58 years.

Education: Matric or Equivalent.

Experience: Serving in field intelligence or Military Police or Armed Force or Law enforcement agency.

Discipline: No major disciplinary entry in the record of service with the company.

Retirement: Normal (ex-servicemen)

Fitness/ Health: Medically fit to perform security duties

Character: Verified by the Local Police/ Special Branch.

### 4.2.3 DRIVER (For security Escort Vehicle Only)

Age: Maximum 58 years.

Education: Matric or Equivalent.

Experience: Must possess LTV driving license with atleast 15 years driving experience preferably in law enforcement agency

Discipline: No major disciplinary entry in the record of service with the company.

Retirement: Normal (In case of service in law enforcement agency)

Fitness/ Health: Medically fit to perform his duties

Character: Verified by the Local Police/ Special Branch

4.2.4. UN-ARMED GUARDS

Age: Maximum 58 Years.

Education: Matric or Equivalent.

Discipline: No major disciplinary entry in the record of service with the company.

Experience: Serving in field intelligence or Military Police or Armed Force or Security Services

Fitness/ Health: Medically fit to perform security duties

Character: Verified by the Local Police/ Special Branch.

4.2.5. LADY SEARCHER

Age: Maximum 40 Years.

Education: Matric or Equivalent.

Skills & Training: Must have good communication skills and be trained in front desk security protocols and public dealing.

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Character: Verified by the Local Police/ Special Branch.

### 4.2.6. DRESS CODE

Minimum two (02) pairs of uniforms and shoes per years must be provided by the Security Company to each individual. The uniform must be neat & clean and as per weather conditions. Shabby, old and torn uniforms will not be allowed.

### Winter:

Shirts, Trousers, Pullover, Belt, Jockey cap or Barret, Shoes (Ranger Type Uniform)

### Summer:

T-Shirts, Trousers, Jockey Cap or Barret, Belt, Shoes (Ranger Type Uniform)

4.2.7. The Contractor shall provide to the employer all the details of Guards along with its past experience, copy of CNIC, copy of Service Card, copy of clearance certificate from Local Police/ Special Branch, copy of service book (in case of ex-army guard), copy of security training certificate (in case of civilian trained guards), and other required details/information, if notified, one week prior to placement of Guard to the place of posting.

4.2.8. The Contractor will ensure that the Security Guard is active, healthy and free from any diseases (physical or mental) and within the age bracket.

4.2.9. The Contractor will ensure that one guard does not perform continuous duty in two shifts. The Guards detailed at any site shall not be posted/ transferred/ replaced without prior approval of the Deputy Director (Procurement, Project & Logistics), DRAP, Islamabad.

4.2.10. During leave of Guard the Contractor will provide alternate guard. Absence of guards from duty will be offset against the monthly bill at actual rates.

4.2.11. The Contractor will ensure that the Security Guard is well trained in security duties and firefighting equipment. The guards must have at least one-year experience of any Security Company and atleast fifteen bullets/cartridges shall be available with each armed guard.

4.2.12. Schedule for posting of Security Guards shall be prepared and issued by Site Incharge with prior approval of Deputy Director (Procurement, Project & Logistics), DRAP, Islamabad.

4.2.13. Guards shall be on the pay roll of Security Company, preferably on the permanent slot, otherwise, in case of contractual employment, minimum contract period should not be less than six months.

4.2.14. During the event of replacement of Security Guards, the requisite details in respect of the new guard shall be invariably submitted to the Assistant Director (Admin), DRAP for record. Without such intimation the guard will not be accepted for duty and emoluments claim for such Guard will not be entertained.

4.2.15. The Contractor shall ensure placement of Guards, strictly in accordance with agreement, Terms and Conditions of tender.

4.2.16. The Contractor will be responsible to provide the following additional facilities to the Security Guards at its own cost at following places: -

- i. Every Guard should have a whistle along with torch at night.
- ii. Supervisor, if he is not available, then the senior most Guard, should have Cellular Phone facility with outgoing call facility to communicate with security personnel and the Security Incharge of the concerned office.
- iii. The Contractor will provide all equipment and tool as may be required for disposal of the security duties by the Guards under this contract.
- iv. The Contractor must provide Mobile Quick Response Force (MQRF) vehicle along with extra security staff to strengthen their security services on demand.
- v. The Contractor must provide at least 04 wireless walky talky sets to their guards.
- vi. The Contractor shall provide other security gadgets as per requirement.
- vii. The Contractor shall be responsible for provision of food, residence, pick & drop services to the guards at their own expense and DRAP shall not be responsible for it.
- viii. The Contractor shall provide extra security services to guard the events of clients.

# 5. REQUIREMENT OF SECURITY PERSONNEL/ SECURITY MEASURES

5.1. The Contractor shall commence security services at each station/ location immediately after issuance of letter of award/ signing of contract as per following deployment of security guards and security equipment, if not changed or modified:

Location	Requirement of Security Guards						<b>Required Equipment</b>		
	Supervisor	Armed Guards	Un-Armed Guards	Lady searcher/ reception	Total Personnel	Walk- through gates	Handheld metal detector		
DRAP Head Office, Prime Minister's Health Complex, Park Road, Islamabad	01	02			308	-	04		
NCLB Building, Prime Minister's Health Complex, Park Road, Islamabad	-	01	03	01	05	-	01		
6-AR, Birdwood Road, Lahore	- cs	01	01	-	02	-	01		
DRAP Office, Building No. IV, Block "B", S.M.C.H Society, Karachi	1084	01	01	-	02	-	01		
Central Drugs Laboratory (CDL), Building No. IV, Block "B", Sindhi Muslim Cooperative Housing Society, Karachi	<u>-</u>	01	01	-	02	PM	01		
1st Floor, Benevolent Fund Building, Saddar Road, Peshawar	-	01	01		<b>3</b> <sup>02</sup>	-	01		
92F, Satellite Town, Block-5, Near Chandni Chowk, Quetta	-	01	01	201	02	-	01		
Total	01	08	12	02	23	-	10		

### A. DAY SHIFT (7:00 AM to 7:00 PM)

# B. NIGHT SHIFT (7:00 PM to 7:00 AM)

Location	Requirement of Security Guards					Required	<b>Required Equipment</b>	
	Supervisor	Armed Guards	Un-Armed Guards	Lady searcher/ reception	Total Personnel	Walk- through gates	Handheld metal detector	
DRAP Head Office, Prime Minister's Health Complex, Park Road, Islamabad	< · -		03	-	03	-	-	
NCLB Building, Prime Minister's Health Complex, Park Road, Islamabad	-	-	02	-	02	-	-	

6-AR, Birdwood Road, Lahore	-	-	01	-	01	-	-
DRAP Office, Building No. IV, Block "B", S.M.C.H Society, Karachi	-	-	01	-	01	-	-
Central Drugs Laboratory (CDL), Building No. IV, Block "B", Sindhi Muslim Cooperative Housing Society, Karachi	-	-	01	-	01	PH	-
1st Floor, Benevolent Fund Building, Saddar Road, Peshawar	-	-	01		01	-	-
92F, Satellite Town, Block-5, Near Chandni Chowk, Quetta	-		01	. 202	01	-	-
Total	-	-0	10	-	10	-	-

### C. ESCORT VEHICLE for CEO DRAP or DRAP OFFICERS on demand only

Location	Requirement of Security Guards				Required Equipment		
F	Escort Vehicle Single Cabin	Armed Guards	Driver	Total Personnel	Fire Arm with minimum 2 full magazine rounds of 30 cartridges each	Walky Talky	
CEO DRAP, Head Office, Prime Minister's Health Complex, Park Road Islamabad or its field offices as mentioned in Para-2 above on demand only	01	02			02	02	
Total	01	02	01	03	02	02	

5.2. The Security Company shall maintain the proper record at main gate during the **IN & OUT** of vehicle/visitors at site. A separate permanent register, indicating entry and exit of vehicles be maintained. A register for entry/ exit of visitors shall be separately maintained.

5.3. The Security Company shall be responsible to ensure the safety and security of the DRAP's assets (moveable and immovable) including official vehicles parked in premises.

5.4. Arms shall be in working condition at all the time. Armed Guards must be equipped with sufficient cartridges.

5.5. The Security Company shall maintain an attendance register of the security guards and will obtain signatures of the Controlling officer(s) of the authority thereon on daily basis. A copy of the attendance sheet, duly verified by the concerned officer, shall accompany the monthly bill.

6.6. The Security Company shall train the Guards on using firefighting equipment to handle any emergency situation as per security protocols.

### 6. GENERAL CONDITIONS

6.1. The Client at its discretion can increase/ decrease the number of security personnel, 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 security personnel is 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 prescribed age limit and ensure that each worker must have following documents while on duty: -

- i. Attested photocopy of NADRA Computerized Card.
- ii. Original Service Card issued by the Security Company.
- iii. Photocopy of license/ certificate of weapon held by the guard.
- iv. Copy of Certified discharge book in respect of ex-servicemen by Armed Forces or training certificate for civilian guards.
- v. Valid LTV Driver's License

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 extended with mutual consent for one year on satisfactory performance on the same rates and same terms and conditions.

6.7. The Contractors shall be required to strictly comply with the labor laws including payment of at least minimum wage to the security staff and subscriptions of EOBI and Social Security Institutions as per Government Policy.

6.8. 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.

6.9. Any increase or decrease in any levies or rates imposed by the Government, change in minimum wage / salary, fluctuation in market rates of equipment, materials etc shall be on the Contractor Firm's account and no claims for such increase shall be entertained by the Authority.

6.10. 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 currency 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.

6.11. The Authority will not be liable to make any extra payment if the Contractor is to provide services in the event of any civil commotion, war, enemy action, hostilities, act of God or any other circumstance etc.

6.12. 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.

6.13. Any claims of injuries, loss of limb or life of 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.

6.14. 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.

6.15. 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) DRAP, Islamabad.

6.16. 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.

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

### 7 MANDATORY REQUIREMENTS

7.1 The Security Company shall possess minimum 05 **years'** relevant experience of providing Security Services to reputed organization including atleast three clients of Public Sector Organizations and/ or private sector registered Companies.

7.2 Affidavit to the effect that there was no previous litigation of the contractor or his employees with Drug Regulatory Authority of Pakistan

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

7.4. 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.

7.5. 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 30 days from receipt of work order, the earnest money will be confiscated and bid of the firm will be cancelled.

7.6. 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.

7.7. 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.

7.8. The Contractors shall be required to strictly comply with the labor laws including payment of minimum wage and subscriptions of EOBI and Social Security Institutions as per Government Policy.

# 8. GUIDELINES FOR PREPARATION & SUBMISSION OF BIDS

8.1. The bidding process of single stage two envelop will be followed. Only bids submitted through ppra's e-portal (EPADS) will be eligible and considered for the purpose of bidding.

8.2. Each financial bid should accompany with the amount of earnest money (refundable) equal to **Rs.500,000/-** in the form of a 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 7.1 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 7.2 and 7.3.

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 8.2 above.

# 9. EVALUATION OF BIDS

9.1 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	20	٠
	More than Two contracts = 20	50	
	Two contracts = 10 marks		
	One Contract: 05 marks		
5.	Income tax returns	20	
	(Slab/ceiling of income tax paid during last 03 years)		
	<ul><li>a) More than two million (20 Marks)</li><li>b) One to two Million (10 Marks)</li><li>c) Less than one million (05 Marks)</li></ul>		
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 <b>three-</b> <b>month salary</b> to the deputed workers	10	

Note: All necessary documents i.e. profile of firm, list of technical and managerial staff, previous similar experience, details of similar contracts with public sector, income tax returns for last 3 years, requisite affidavits etc. in support of evaluation parameters above must be attached with the technical bid.

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 at **Annex-II** 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 threemember 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 subject to satisfactory performance.

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 of the firm.
- 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.
- vii. Evidence that the company has paid the wages of workers of previous month as per labor law including minimum wage rate and subscriptions of EOBI and Social Security Institutions as per Government Policy.

11.3. Payment shall be made through crossed Cheque and online bank transfer in the name of Contractor firm, within two to 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**

11.1. 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 Security personnel and allied security services, the rates shall be quoted in Pak Rupees, per personnel and shall be inclusive of all taxes.

13.2. The bidders/ contractors shall be required to abide by the prevailing labor laws including payment of minimum wages under the Government Policy and the rates below minimum wage rate shall not be accepted.

### 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.

#### **Annexure-I**

#### **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.

ctober,

Friday, **SIGN & SEAL OF CEO/Director** 

Name:

CNIC #

### Annexure-II

#### FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 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 Security Services/ deployment of security personnel 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 agreementb) The letter of acceptancec) Tender documentsd) 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 security 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 (incl. Taxes)	Quantity	Total Cost per Month (Incl. Taxes)	Total Cost for Year (Incl. taxes)					
	A. PROPOSAL FOR DRAP / NCLB/ FDSL ISLAMABAD, DRAP KARACHI, CDL KARACHI, DRAP LAHORE DRAP PESHAWAR & DRAP QUETTA (DAY SHIFT)									
1.	Provision of Supervisor	Musc	0 14							
2.	Provision of Armed Guard	al olle	08							
3.	Provision of Lady Searcher/ Receptionist	31,000	02							
4.	Provision of Un-Armed Guard	00	12							
5.	Provision of Walk-through-gate		-							
6.	Provision of Hand-held metal detector		10							
		А.	SUB-TOTAL							
	ROPOSAL FOR DRAP / NCLB/ FD IORE DRAP PESHAWAR & DRAP			RACHI, CDL KA	RACHI, DRAP					
1.	Provision of Supervisor	2	2 - CM	1.50						
2.	Provision of Armed Guard	s isto	3	•						
3.	Provision of Lady Searcher/ Receptionist	1 Misco	201							
4.	Provision of Un-Armed Guard	ont be	10							
5.	Provision of Walk-through-gate		-							
6.	Provision of Hand-held metal detector		10							
	e le	B.	SUB-TOTAL							
	: 933	GRANT 1	TOTAL (A+B)							
	Total Rs:(i	n figures)		(I	n words)					
	Name:									

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

C		Unit Rate	0	Total Cost per	Total Cost for				
Sr.	Description	Per Day	Quantity	Month (Incl.	Year (Incl.				
		(incl. Taxes)		Taxes)	taxes)				
A. PROPOSAL FOR SECURITY ESCORT VEHICLE ALONGWITH 02 ARMED GUARDS FOR DRAP									
OFFICERS AT ISLAMABAD, KARACHI, LAHORE, PESHWAR & QUETTA ON DEMAND BASIS									
	Provision of Security Escort								
1.	Vehicle along with driver & 02		01						
	armed guards								
	Total Rs:(i	in figures)			n words)				
	Name:			•					
		- St	St. 10	)*					
	Signature:		O' OR'						
	Date:								
	Stamp:								
	Note:	in a llound Fu	tuing an an to a sur	fourth he take and					
	No overwriting/cutt	ing allowea. En	tries may be pre	jerably typea.					
Eriday,									
	X.								

Friday,