



Tender Notice

For Procurement of Cleaning & Misc. Kitchen Items on Framework (Rate) Contract Basis For Lahore Knowledge Park Company

The Lahore Knowledge Park Company (LKPC) is a Public Sector Organization registered with the SECP u/s 42 (not-for-profit) of the Companies Act 2017.

LKPC invites sealed proposals (Technical + Financial) under PPR Rules, 2014 from reputed firms/companies/individuals registered with Sales Tax & Income Tax departments, to provide cleaning & Misc. kitchen items on frame work (rate) contract basis as per Bidding Document.

S. No.	Description of Goods	Nature of Contract	Estimated Price PKR	Bid Security PKR	Specifications/Quantity
1	Cleaning & Misc. Kitchen Items	Framework (Rate) Basis	1,300,000/-	26,000/-	As per Bidding Document

Bidding Document (TORs):

Interested eligible bidders may get the Bidding Document (TORs) immediately after the publication of this tender on submission of written application along with tender fee of Rs. 1,000/- (non-refundable) in the form of "CDR, Bank Draft, or Pay order" in favor of "Lahore Knowledge Park Company", during working hours from the address given below.

Bid Opening Date, Time & Venue:

Submission of Bids: November 07, 2023 at 11:00 AM
Opening of Bids: November 07, 2023 at 11:30 AM
Venue: Lahore Knowledge Park Company
15- Abu Bakar Block, New Garden Town, Lahore

TERMS AND CONDITIONS

- As per Punjab Procurement Rules-2014. Rule 38 (1) single stage one envelope bidding procedure will be applicable.
- Proposals must contain Bid Security in shape of CDR, Bank Draft, or Pay Order equivalent to 2% of the estimated price (Total Estimated price Rs: 1,300,000/-) in favor of "Lahore Knowledge Park Company", without which the offer shall be rejected being non-responsive.
- Tenders after the due date & time will not be brought under consideration.
- The procuring agency (LKPC) may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per Rule 35 of PPR Rules 2014.
- The Financial Bid shall be considered as inclusive of all applicable taxes.

For further clarification, please contact Manager Admin & Procurement on the address and contact detail given below.



Manager Admin & Procurement

Lahore Knowledge Park Company
15-Abu Bakar Block, New Garden Town, Lahore, Pakistan.
Tel: 042 99233332
Cell: 0300-4648128
Email: sohail@lkpc.com.pk

**Lahore
Knowledge
Park**



Tender Document

Tender No. LKPC/PRO/TNC/20230926/001

FOR PROCUREMENT OF CLEANING & MISC. KITCHEN ON FRAMEWORK (RATE) CONTRACT BASIS.

Issue Date: October 19, 2023

Closing Date: November 07, 2023



Lahore Knowledge Park Company (LKPC)

Higher Education Department

Government of the Punjab

15-Abu Bakar Block, New Garden Town, Lahore.

www.lkpc.com.pk; sohail@lkpc.com.pk; 042-99233332, 99233337



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Important Note:

This tender document is prepared by the Lahore Knowledge Park Company within the laws, rules of Punjab Procurement Rules, 2014 (PPR-2014), in case of any conflict, the PPR-2014 shall prevail.

The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement rules 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.



1. Invitation to Bid

**Invitation to Bid
For
PROCUREMENT OF CLEANING & MISC. KITCHEN ITEMS UNDER FRAMEWORK (RATE) CONTRACT
BASIS**

Ref: LKPC/PRO/TNC/20230926/001

Sealed Bids are invited from well reputed Firms / Sole Proprietor / companies duly registered with Income Tax and Sales Tax Department for “**Procurement of Cleaning & Misc. Kitchen Items for Lahore Knowledge Park Company**”.

Interested eligible bidders may get the Bidding Documents from LKPC website www.lkpc.com.pk with detailed specifications. A tender notice is also available for information and can be downloaded from the websites of www.ppra.punjab.gov.pk and www.lkpc.com.pk.

For participation, original receipt of deposit fee Rs. 1,000/- (non-refundable) under Account head “Lahore Knowledge Park Company” to be submitted with bids/Proposal.

The **Single Stage Single Envelope** bidding procedure shall be applied. Bids must be delivered to the address below at or before November 07, 2023. Late bids shall be rejected. The bids shall be opened on the same date at 11:30 AM in the presence of the Bidders’ representatives who choose to attend at the address below. All Bids must be accompanied by a Bid Security Rs. 26,000/- in the form of CDR / Demand Draft / Pay Order in favor of Lahore Knowledge Park Company. Original bid security to be attached with the Financial proposal, without this, the offer shall be rejected being non-responsive. Whereas photocopy of CDR/Demand Draft/Pay Order must be attached with the technical bid.

LKPC will not be responsible for any cost or expense incurred by Bidders about the preparation or delivery of Bids.

In case the date of opening or last date of sale is declared as a public holiday by the government or non-working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.

Mr. Sohail Haroon

Manager, Admin. & Procurement

15-Abubakar Block, New Garden Town, Lahore.

Tel: 042-99233332, 0300-4648128

Email: sohail@lkpc.com.pk



2. Introduction

Lahore Knowledge Park Company (LKPC) is a public sector organization, registered under section 42 of Companies Act, 2014 as not-for-profit organization working under Higher Education Department, Government of the Punjab.

LKPC is mandated to develop a Lahore Knowledge Park on an area of 796 acres of land allocated by the Government of the Punjab. LKPC has developed the Concept Master Plan and Business Viability Study on allocated of land, thereafter, the detailed Master Plan of the Lahore Knowledge Park was also developed.

The Lahore Knowledge Park is a flagship project of the Government of the Punjab for establishing international universities in the Lahore Knowledge Park. The components of the Master Plan are as follows: -

- a) Academic institutions
- b) Research Centers
- c) Incubation & Entrepreneurship Centers
- d) ICT Companies
- e) Training Centers
- f) Common Facilities (parks, convention center, sports complex, residents for students/faculty/business executives and local markets etc.)

With regards to the Infrastructure Development in the Lahore Knowledge Park, the LKPC has completed the construction of Boundary Wall, Front Entrances, Security Road and Watch Towers. The remaining Infrastructure Development in the Lahore Knowledge Park i.e. Road Network, Dry Utilities, Sewerage & Water Supply, Sui Gas and Electrification are in process.

3. Tender Specific Instruction for Bidders

3.1 Procedure for Selection of Contractor/Bidder

As per Rule 12 of PPR-2014, this Tender is being placed online at PPRA's website and LKPC's website. As per Rule 38 (1) of PPR-2014, the single stage one envelope bidding procedure shall be the main open competitive bidding procedure, therefore, the bid shall be submitted in a single package consisting of one envelope. The outer envelope shall be marked as, **"Procurement of Cleaning & Mics. Kitchen Items on Framework (Rate) Contract Basis."**

The procuring agency shall evaluate the proposal in the manner prescribed in the data sheet, during the evaluation no amendments in the technical proposal shall be permitted. The technically qualified/responsive as well as the lowest evaluated bidder shall be awarded the contract.



3.2 Bid Security

Each bidder will submit Bid Security of **Rs. 26,000/-** (which is 2 % of the estimated price of Rs. 1,300,000/-) along with the bid in the form of CDR/Demand Draft/ Pay Order in favor of Lahore Knowledge Park Company.

3.3 Evaluation of Bids

Bids will be evaluated on the basis of technical evaluation criteria and lowest rate basis. The procuring agency shall sign the contract with technically qualified as well as lowest bidder.

3.4 Payments

Payments will be made against delivered Services/Items only. The payment will be made within 30 days after invoice submission as per Rule 62, PPR-2014.

3.5 Sign and Stamp

Bidder is required to stamp every page of the bid document along with signature at the required pages and submit along with the bid.

4. Instructions to Bidders

4.1 Scope

The Client wishes to receive Bids for “**Procurement of Cleaning & Misc. kitchen Items on Framework (Rate) Contract Basis**” as specified in Technical Specifications attached hereto. The Successful bidder shall be an independent Supplier/contractor liable and able to provide all the goods including transportation of the material to the head office and sites. All arrangements will be the responsibility of the successful bidder.

The bid is to be completed and submitted to the Client in accordance with these instructions to Bidders and relevant rules/regulations.

The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “**Determination of Responsiveness of Bid**” and “**Rejection / Acceptance of the Tender**” for making their bids substantially responsive to the requirements of the Bidding Document. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Client. Neither any time schedule, nor financial adjustments arising thereof shall be permitted because failure by the Bidder. The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process. It must be clearly understood that the Terms and Conditions and Specifications are intended



to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Client will be permitted throughout the period of completion of the contract. The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Client.

4.2 Eligible Bidder

- 4.2.1 Eligible Bidder is a Bidder who:
- 4.2.2 has a registered/incorporated company/firm/individual in Pakistan with relevant business experience of at least three (03) years;
- 4.2.3 must be involved in supply of cleaning & misc. kitchen items Business for at least three (03) year;
- 4.2.4 has valid Registration of Sales Tax & National Tax Number (NTN);
- 4.2.5 has submitted bid for complete lot along-with required bid security. Non-compliance of the same shall cause rejection of the bid;
- 4.2.6 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking), failing which will cause rejection of the bid;
- 4.2.7 Goods and Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.
- 4.2.8 “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

NOTE: Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification.

4.3 Cost of Bidding

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Client will not be responsible or liable for those costs.

4.4 Joint Ventures

Joint venture (JV) is not allowed in this tender.

4.5 Assurance

The successful bidder will be required to provide satisfactory assurance of its ability and intention to provide the requisite Services, within the time as mutually agreed in the agreement.

5. Terms and Conditions of the Tender

5.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

- A. "Authorized Representative" means any representative appointed, from time to time, by the Client, the Procuring Agency, or the Contractor.
- B. "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.
- C. "Client" means the Project lead of technical wing of the Procuring Agency for whose' particular project the Goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- D. "Bidder/Contractor" means the interested Firm/ Company/ Supplier/ Distributors that may provide or provides related Goods/Services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- E. "Commencement Date of the Contract" means the effective date of signing of the Contract or dated specified in the contract, between the Procuring Agency/Procuring Agency and the Contractor.
- F. "Contract" means the Framework Agreement entered into between the Procuring Agency and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- G. "Contractor / Vendor" means the Contractor whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- H. "Contract Price" means the price payable to the Contractor under the Framework Contract for the full and proper performance of its contractual obligations.
- I. "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 Goods or Services in question.
- J. "Day" means calendar day.
- K. "Force Majeure" means any event, act or other circumstances not being an event, act or circumstances under the control of the Procuring Agency or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
- L. "Goods" means Cleaning & Misc. kitchen items which the Contractor is required to supply to the Procuring Agency under the Framework Contract on as and when required basis.
- M. "Person" includes individual, association of persons, firm, company, corporation, institution, and organization, etc., having legal capacity.
- N. "Prescribed" means prescribed in the Bidding Document.

- O. "Procuring Agency or Client" means the Lahore Knowledge Park Company (LKPC) or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- P. "Origin" shall be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing, or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

5.2 Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5.3 Notices

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Procuring Agency, and the Client, the same shall be:

- a) in writing.
- b) issued within reasonable time.
- c) served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- d) The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

5.4 Tender Scope

Lahore Knowledge Park Company (hereinafter referred to as "the Procuring Agency") invites / requests Bids (hereinafter referred to as "the Tender") for **Procurement of Cleaning & misc. kitchen Items on Framework (Rate) Contract Basis**. Contractor will be responsible for delivering goods/services as required by the Procuring Agency on as and when required basis under Framework contract.

The detailed Scope of Goods/Work available at **Annex-A**.

5.5 Tender Eligibility (Mandatory) and Technical Evaluation Criteria

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 65% passing marks limit will be rejected in Technical Evaluation, and its Financial Proposal will not be considered in financial bid evaluation.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Category	Description	Requirement/ Points
Mandatory	The applicant must be in business minimum from last three (03) years. Company/ Firm Certificate of Registration (in case of partnership).	Required
	NTN & Sale/ PSTN registration Certificates. (Status = Active with relevant authority)	Required
	An Affidavit/Undertaking on Rs. 100 Stamp papers: i. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department anywhere in Pakistan. ii. In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking). iii. Compliance to the services required under clause (6) i.e. Scope of Services & Annex-A, in this document	Required
	The bidder(s) must have office in Lahore.	Required
	Copy of CNIC of Proprietor	Required

Sr. Nos.	Criteria Marks	Marks
1	Past Experience (Establishment of Business minimum 3 years) 3 to 5 years: 15 marks 6 to 8 years: 20 marks 9 & Above: 25 marks	25
2	Company Profile (List of clients) 1. Govt. Dept./Semi Govt./Authorities/ Govt. Funded Projects etc. 3 to 5: 15 marks 6 to 8: 20 marks 9 & Above 25 marks max. 2. Corporate Clients 3 to 5: 05 marks 6 to 8: 10 marks 9 & Above: 15 marks	40

	(Copy of Agreements/WOs/POs/NOC/ Appreciation Letters or any other proof of supplies)	
3	Annual Sale Based on Last year: From Rs. 1,000,000 to Rs. 1,300,000 10 marks From Rs. 1,300,001 to Rs. 1,500,000 15 marks Above 1,500,001 20 marks (Tax Returns/Statements/or any other proof)	20
4	Income & Sale Tax returns: Last 3 years: (5 Marks for each year i.e. Income + Sales) (2.5+2.5= 5 for each year)	15
	Total	100

Note:

- Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs. Bidder must include checklist for above requirements in their bid.

5.5.1 Financial Proposal Evaluation

The financial proposals of only technically qualified shall be considered for evaluation. Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

5.6 Tender Cost

The Contractor/ Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Procuring Agency or Client shall in no case be responsible / liable for those costs / expenses.

5.7 Examination of the Bidding Documents

The Contractor/ Bidder is expected to examine the Bidding Document, including all instructions and terms and conditions.

5.8 Clarification of the Bidding Documents

The Bidder should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing only (e-mail or letter). In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

The Contact for all correspondence in relation to this bid is as follows:

Mr. Sohail Haroon

Manager, Admin. & Procurement

Email: sohail@lkpc.com.pk

15-Abubakar Block, New Garden Town,
Lahore.

5.9 Amendments of the Bidding Documents

- a) The Procuring Agency/Client may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on the Bidder(s).
- b) The Procuring Agency/Client shall notify the amendment(s) in writing to the prospective Contractors/Bidders as per Punjab Procurement Rules, 2014.
- c) The Procuring Agency/Client may, at its exclusive discretion, amend the Bidding Documents to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

5.10 Preparation / Submission of Proposal/Tender

- a) The Contractor/bidder must bid for complete scope.
- b) The Tender and all documents relating to the Tender, exchanged between the Contractor and the Procuring Agency, shall be in English. Any printed literature furnished by the Contractor in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender
- c) The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the contractor or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- d) The Tender shall consist of proposals in One set i.e. the original.
- e) Proposal shall comprise the following:
- f) Proposal Form:
 - i. Undertaking (All terms & conditions and qualifications listed anywhere in this bidding/tender document has been satisfactorily vetted) and Affidavit (Integrity Pact).
 - ii. Covering letter duly signed and stamped by authorized representative.

- iii. Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan (In case of Partnership).
 - iv. Evidence of eligibility of the Bidder/Contractor and the Services.
 - v. Evidence of conformity of the Technical Compliance of Goods / Services to the Bidding/Tender Document.
 - vi. List of firm's major clientele.
 - vii. Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
 - viii. Registration Certificate for Income Tax /Sales Tax/PSTN.
 - ix. Power of Attorney, if an authorized representative is appointed.
 - x. Price Schedule
 - xi. Bid Security as per provisions of the clause Bid Security of this document.
- g) The Bidder/Contractor shall seal the Original Proposal in an envelope duly marked as under:
- Original Tender for Procurement of Cleaning & Misc. kitchen Items on Framework (Rate) Contract Basis.**
- Tender Name. [Name of Tender]**
- Tender No.**
- [Name of the Client/Procuring Agency]**
- [Address of the Client/Procuring Agency]**
- [Name of the Bidder/Contractor]**
- [Address of the Bidder/Contractor]**
- [Phone No. of the Bidder/Contractor]**
- h) The Bid/Tender shall be dropped at the Reception of the Client/Procuring Agency's office, during office hours, up to due date and time.
- i) This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the bidder/Contractor.

5.11 Tender Price

- a) The quoted price shall be:
 - i. in Pak Rupees;
 - ii. Inclusive of all applicable taxes, duties, levies, insurance, freight, etc. applicable under the Laws of Punjab as well as Pakistan;
 - iii. Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
 - iv. Including all charges up to the delivery point at Head Office or Site (s) Designated by Procuring Agency in Punjab (if required).
- b) If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- c) Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

5.12 Bid Security (Earnest Money)

- a) The Contractor shall furnish the Bid Security (Earnest Money) as under:
 - i. for an amount equivalent to PKR 26,000/- (2% of the estimated price of Rs. 1,300,000/-)
 - ii. Denominated in Pak Rupees;
 - iii. as part of financial bid envelope, failing which will cause rejection of bid.
 - iv. in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Lahore Knowledge Park Company;
 - v. Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender.
- b) The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any / all of the following conditions:
 - i. If the Contractor/Bidders withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
 - ii. If the Contractor/Bidders does not accept the corrections of his Total Tender Price; or
 - iii. If the Contractor/Bidders, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, fails or refuses to supply the required goods, in accordance with the Bidding Document.
- c) The Bid security shall be returned to the technically unsuccessful Contractor/Bidders.

5.13 Tender Validity

The Bidder/Tender shall have a minimum validity period of 120 days from the last date for submission of the Tender. The Procuring Agency/Client may solicit the Bidder/Contractor's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Contractor agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Contractor may refuse extension of validity period of the Tender, without forfeiting the Bid security.

5.14 Modification / Withdrawal of the Tender

The Bidder/Contractor may, by written notice served on the Procuring Agency, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

5.15 Opening of the Tender/Bid

Tender shall be opened at 11:30 AM on the last date of submission of bids i.e. November 07, 2023, in the presence of the Contractor(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPR-2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Procuring Agency, the last date for submission of the bids shall be the next working day. The proposal will be returned if received after 11:00 AM on November 07, 2023.

The Contractor's name, modifications, withdrawal, security, attendance of the Contractor and such other details as the Procuring Agency may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

No Contractor or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

5.15 Clarification of the Tender

The Client/Procuring Agency shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder/Contractor(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the client/Procuring Agency.

5.16 Determination of Responsiveness of the Bid/Tender

- a) The Client/Procuring Agency shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

- i. meets the eligibility criteria given herein this bidding document for the Equipment/Goods/Works/Services.
 - ii. meets the Technical Specifications for the Cleaning & Misc. Kitchen items/Goods/ Services.
 - iii. meets the delivery period / point for the Cleaning & Misc. Kitchen Items / Goods/ Services.
 - iv. in compliance with the rate and limit of liquidated damages.
 - v. Offers fixed price quotations for the Equipment/ Goods/ Services.
 - vi. whereby no optional offer / bid or price is allowed;
 - vii. Is accompanied by the required Bid Security as part of financial bid envelope.
 - viii. compliance with the Preparation/Submission of Tender in a manner prescribed;
 - ix. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- b) A material deviation or reservation is one which affects the scope, quality of the S cleaning & misc. kitchen Items/Goods/Works/Services or limits the Procuring Agency's rights or the Contractor's obligations under the Contract.
- c) The Tender determined as not substantially responsive shall not subsequently be made responsive by the Contractor by correction or withdrawal of the material deviation or reservation.

5.16 Correction of Error / Amendment of Tender

- a) The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- i. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
 - ii. If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - iii. If there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- b) The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Contractor.

- c) Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d) No credit shall be given for offering delivery period earlier than the specified period.

5.18 Rejection / Acceptance of the Bid

- a) The Client/Procuring Agency shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Procuring Agency may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Procuring Agency shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).
- b) The Bid/Tender shall be rejected if it is:
 - i. Substantially non-responsive in a manner prescribed in this tender document; or
 - ii. submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - iii. Incomplete, partial, conditional, alternative, late; or
 - iv. Relevant bid security is not submitted;
 - v. Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - vi. The Contractor refuses to accept the corrected Total Tender Price; or
 - vii. The Contractor has conflict of interest with the Procuring Agency; or
 - viii. The Contractor tries to influence the Tender evaluation / Contract award; or
 - ix. The Contractor engages in corrupt or fraudulent practices in competing for the Contract award; or
 - x. The Contractor fails to meet all the requirements of Tender Eligibility / Qualification Criteria; or
 - xi. The Contractor fails to meet the evaluation criteria requirements; or
 - xii. The Contractor has been blacklisted by any public or private sector organization; or
 - xiii. The Contractor has been served any legal notices or displeasure letters by any public-sector organization on serious failures to provide satisfactory Equipment / Goods / Works / Services; or
 - xiv. The Contractor has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations; or

- xv. There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or
- xvi. The Contractor submits any financial conditions as part of its bid which are not in conformity with tender document; or
- xvii. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
- xviii. If the rates quoted by vender are not workable or on higher side etc.

5.19 Award Criteria

The eligible bidder(s)/Contractor(s) as per Tender Eligibility and Evaluation Criteria of this Bidding Document fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities.

5.20 Acceptance of Bid and Award

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in the Bidding Documents and having the lowest evaluated bid, if not in conflict with any other applicable laws, rules, regulations or policy of the Punjab Government, shall be awarded the Contract, within the original or extended period of bid validity.

As per provisions of Rule-55 of PPR-2014, the Procuring Agency shall issue the Acceptance of Bid to the successful Contractor, at least after 10 days of announcement of bid evaluation reports (Rule-37 of PPR-2014), which shall constitute a contract, until execution of the formal Contract.

5.21 Procuring Agency's Right to vary Quantities at the Time of Award

The Procuring Agency reserves the right at the time of award of Contract to increase or decrease, the quantity of goods originally specified in, Schedule of Requirements & Technical Specifications without any change in unit price and other terms & conditions as per PPR-2014.

5.22 Signing of Contract/Award of Contract

Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that its bid has been accepted as per the Bidding Documents.

The Procuring Agency will sign the Contract after fulfillment of all prescribed legal & codal formalities. Subsequently, the Procuring Agency will issue purchase order / Contract to successful bidders strictly in accordance with the Contract after fulfillment of all prescribed legal & codal formalities.

The enforcement of the Contract shall be governed by Rule 63 of Punjab Procurement Rules-2014.



5.23 Redressal of Grievances by the Procuring Agency

The Client/Procuring Agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

Annex-A: Scope of Work

TECHNICAL SPECIFICATIONS

Sr.#	Name of items	Unit
1	Tissue paper Sheet 150X2 PLY Rose or Equivalent	Pkt.
2	Tissue Roll 2PLY Rose or Equivalent	Roll
3	Air Freshener Large 300ML	No.
4	Fins Oil Large (3 litters)	Bottle
5	Lemon Max (Soap Bar)	No
6	Bath Soap (large) i.e. Lux/Rexona/Palmolive/Safe Guard or equivalent	No
7	Cleaning Acid	Per litter
8	Washing Powder/Surf i.e. Excel/Arial or equivalent (250 gm.)	Pkt.
9	Hi-jeen tissues Dispenser Rose or Equivalent	Pkt.
10	Broom Bansi	Per kg.
11	Drain Opener	No
12	Spench (foam)	No
13	Harpic Cleaner or equivalent	No
14	Duster(cloth)	No
15	Battery Cell AAA for Remote	No
16	Basket (Dustbin) Large Plastic	No
17	Brush Wash Room (Plastic)	No
18	Battery Cell AA for Clock	No
19	LED Blubs 24 W	No

20	Extension Lead (4 X 1 Socket with USB Port) Fine Quality	No
21	LED Blubs 18 W	No
22	Hand Wash 250 ml Life Buoy, Dettol or equivalent	No
23	Gillent Spray Large	No.
24	Farshi Tat	Per .Kg
25	Wipper Large Size	No.
26	Lu Blu for Commot or WC Standard	No.
27	Water Glass Fine Quality	No.
28	Wipper Small size	No.
29	Fresher Spray Fresco or equivalent 300 ml	No.
30	Face Mask Surgical 3 playee 50 piece box	No
31	Hand Sanitizer 500 ml	p/ bottle
32	Dettol Multi Surface 300 ml	p/ bottle
33	Green Tea (Tea Bags) 30 piece packing Tapal or Lipton or equivalent	Pkt
34	Tea Bags (Tea Bags) 25 piece packing Tapal or Lipton or equivalent	Pkt
35	Sugar 1 Kg	Per KG
36	Dry Milk powder Every Day or equivalent 850 grms.	Bag
37	Dry Milk powder Every Day or equivalent 350 grms.	Bag
38	Coffee Nestle or equivalent	100 gram
39	Revive All leather Polish Kiwi or Equivalent	No.
40	Mosquito Killer King Tox (Green 325 ml) or equivalent	No.
41	Duster Fiber cloth (40X40 CM)	No.
42	Down Light 12 watt (Ceiling Lights)	No.
43	LED Blubs 13 W	No.

Annex-B: Data Sheet

Paragraph Reference	Description
1.	<p>Name of the Client: <u>Lahore Knowledge Park Company</u></p> <p>Method of selection: <u>As per Rule 38(1), single stage one envelope</u></p>
2.	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: Tender Notice for Procurement of Cleaning & Misc. Kitchen Items on Framework (Rate) Contract Basis.</p>
3.	A pre-proposal conference will be held: Not required.
4.	<p>The Contact for all correspondence in relation to this bid is as follows:</p> <p>Mr. Sohail Haroon Manager, Admin. & Procurement Email: sohail@lkpc.com.pk 15-Abubakar Block, New Garden Town, Lahore. 042-99233337</p>
5.	Proposals must remain valid 120 days after the submission date, i.e. until: November 07, 2023.
6.	<p>Clarifications may be requested not later than October 31, 2023.</p> <p>The address for requesting clarifications is as mentioned in para 4 above.</p>
7.	<p>Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: Yes</p> <p>The Client, as a withholding tax agent, will deduct and deposit applicable taxes on behalf of the Consultant as per applicable laws (both federal and provincial).</p>
8.	Firm to state Financial proposal in the national currency PKR: Yes
9.	Firm must submit the original and one (1) copy of the Technical Proposal, and the original of the Financial Proposal.



Tender Document for Procurement of Cleaning & Misc. Kitchen Items

Paragraph Reference	Description
10.	<p>The Proposal submission address as given in 4 above.</p> <p>Proposals must be submitted no later than the following date and time</p> <ul style="list-style-type: none">• November 07, 2023 until 11:00 AM on PST.• Opening of the bids shall be on same date at 11:30 AM on PST, in the presence of representatives of the Bidders, who may wish to participate in the proceedings.
11.	<p>The Scope of Work is defined in the Annex-A of this bidding document.</p>
12.	<p>Expected date and address for contract finalization: November 30, 2023.</p>



Annex-C: Proposal Submission Form

[To be printed on the letterhead]

[Location, Date]

The Manager, Admin. & Procurement,
Lahore Knowledge Park Company
15-Abu Bakar Block, New Garden Town,
Lahore.

Subject: **Tender Notice for Procurement of Cleaning & Misc. Kitchen Items on Framework (Rate) Contract Basis for Lahore Knowledge Park Company.**

Dear Sir,

Having examined the tender document and annexures we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.

2. We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

3. We agree to abide by this proposal for the period of 120 days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We agree to execute a contract in the form to be communicated by the Lahore Knowledge Park Company incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

5. We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address



Annex-D: Financial Proposal Submission Form

[To be printed on the letterhead]

[Location, Date]

The Manager, Admin. & Procurement,
Lahore Knowledge Park Company
15-Abu Bakar Block, New Garden Town,
Lahore.

Subject: **Tender Notice for Procurement of Cleaning & Misc. Kitchen Items on Framework (Rate) Contract Basis for Lahore Knowledge Park Company.**

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Bidding Documents No. _____ dated _(insert date)_. Our attached Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

2. Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Bidding Documents.

3. We also declare that the Government of Pakistan / Punjab has not declared us blacklisted on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Bidding Document.

We understand you are not bound to accept any Bidding Documents you receive.

We remain,

Yours sincerely,
Authorized Signature (Original)
(In full and initials)
Name and Designation of Signatory
Name of Firm
Address

Form of Financial Proposal.

Sr.#	Name of items	Unit	Unit price inclusive of all applicable taxes/GST
1	Tissue paper Sheet 150X2 PLY Rose or Equivalent	Pkt.	
2	Tissue Roll 2PLY Rose or Equivalent	Roll	
3	Air Freshener Large 300ML	No.	
4	Fins Oil Large (3 litters)	Bottle	
5	Lemon Max (Soap Bar)	No	
6	Bath Soap (large) i.e. Lux/Rexona/Palmolive/Safe Guard or equivalent	No	
7	Cleaning Acid	Per litter	
8	Washing Powder/Surf i.e. Excel/Arial or equivalent (250 gm.)	Pkt.	
9	Hi-jeen tissues Dispenser Rose or Equivalent	Pkt.	
10	Broom Bansi	Per kg.	
11	Drain Opener	No	
12	Spench (foam)	No	
13	Harpic Cleaner or equivalent	No	
14	Duster(cloth)	No	
15	Battery Cell AAA for Remote	No	
16	Basket (Dustbin) Large Plastic	No	
17	Brush Wash Room (Plastic)	No	
18	Battery Cell AA for Clock	No	
19	LED Blubs 24 W	No	
20	Extension Lead (4 X 1 Socket with USB Port) Fine Quality	No	
21	LED Blubs 18 W	No	

22	Hand Wash 250 ml Life Buoy, Dettol or equivalent	No	
23	Gillent Spray Large	No.	
24	Farshi Tat	Per .Kg	
25	Wipper Large Size	No.	
26	Lu Blu for Commot or WC Standard	No.	
27	Water Glass Fine Quality	No.	
28	Wipper Small size	No.	
29	Fresher Spray Fresco or equivalent 300 ml	No.	
30	Face Mask Surgical 3 playee 50 piece box	No	
31	Hand Sanitizer 500 ml	p/ bottle	
32	Dettol Multi Surface 300 ml	p/ bottle	
33	Green Tea (Tea Bags) 30 piece packing Tapal or Lipton or equivalent	Pkt	
34	Tea Bags (Tea Bags) 25 piece packing Tapal or Lipton or equivalent	Pkt	
35	Sugar 1 Kg	Per KG	
36	Dry Milk powder Every Day or equivalent 850 grms.	Bag	
37	Dry Milk powder Every Day or equivalent 350 grms.	Bag	
38	Coffee Nestle or equivalent	100 gram	
39	Revive All leather Polish Kiwi or Equivalent	No.	
40	Mosquito Killer King Tox (Green 325 ml) or equivalent	No.	
41	Duster Fiber cloth (40X40 CM)	No.	
42	Down Light 12 watt (Ceiling Lights)	No.	
43	LED Blubs 13 W	No.	



Tender Document for Procurement of Cleaning & Misc. Kitchen Items

	Grand Total of All Units Price inclusive of all applicable taxes/with GST (In Figure)		
	Grand Total of All Units Price inclusive of all applicable taxes/with GST (In words)		

Note:

1. Bidder shall be select on lowest evaluated bid based on “Grand Total of All Units Price inclusive all applicable taxes/ with GST”.
2. Financial Proposal must be inclusive of all applicable taxes.
3. Technically responsive and the financially lowest evaluated bidder shall award the Contract.



Annex-E: Power of Attorney

[On Stamp Paper of relevant value]

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Procuring Agency) including signing and submission of all documents and providing information/responses to (name of the Procuring Agency) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

this _____ day of _____ 2023.

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:



Annex-F: Undertaking

[To be printed on the letterhead]

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 and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2023

Signature (Company Seal) _____

In the capacity of Duly authorized to sign bids for and on behalf of

Annex-G: Affidavit (Integrity Pact)

[To be submitted on legal stamp paper]

We _ (Name of the bidder / supplier) _ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _ (Name of the bidder company) _ hereinafter called the Contractor to submit the attached bid to the _ (Name of the Procuring Agency)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _ (Name of the Procuring Agency)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] 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 the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty / support. [The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts, or taking any action likely to defeat the purpose of this declaration, representation and warranty / support.

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 the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

Notwithstanding any rights and remedies exercised by the Procuring Agency in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Procuring Agency in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] 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 the Procuring Agency.

_____ Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 2023

Annex-H: Bid Security Form

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____, Tender No. _____, (hereinafter called "the Tender") to the [Name and Address of the Procuring Agency] (hereinafter called "the Procuring Agency") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee.

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Procuring Agency, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Procuring Agency, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Procuring Agency having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Procuring Agency during the period of the Tender validity, in accordance with the Tender Document.

Provided that the Procuring Agency shall specify the occurred condition(s) owing to which the said sum is due to him.

This guarantee shall remain valid up to _____.

Date this _____ day of 2023.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annex-I: General Conditions of Draft Contract

(DRAFT)

FRAMEWORK AGREEMENT

BY AND BETWEEN



LAHORE KNOWLEDGE PARK COMPANY (LKPC)

HIGHER EDUCATION DEPARTMENT

GOVERNMENT OF THE PUNJAB

(THE PURCHASER)

AND

M/S. _____

(THE CONTRACTOR/SUPPLIER)

FOR

“For Supply of Cleaning & Misc. Kitchen Items

Under Framework (Rate) Contract Basis”

Dated: _____-2023



FRAMEWORK AGREEMENT FOR SUPPLY OF CLEANING & MISC. KITCHEN ITEMS

This Deed of Contract Agreement (the “Contract”) is made and entered into on ____ day of _____, 2023

BETWEEN

THE LAHORE KNOWLEDGE PARK COMPANY, a Company incorporated under section 42 of the Companies Act, 2017, Higher Education Department, Government of the Punjab, Lahore, located at 15-Abu Bakar Block, New Garden Town, Lahore, through its Chief Executive Officer, Ms. _____, having CNIC No. _____ (hereinafter referred to as the “**Purchaser**”), which term shall include successors and assigns of the First Part;

AND

M/s _____, a business having its registered office at Suit # _____, through its owner Mr. _____, having CNIC No. _____ (hereinafter called the “**Supplier**”), which term shall include successors and assigns of the Second Part.

(The Purchaser and the Supplier shall hereinafter individually be referred to as “the Party” and collectively as the “the Parties”).

WHEREAS, the Purchaser is a non-profit organization operating in the education sector.

WHEREAS, the Supplier is an authorized supplier of cleaning & misc. kitchen items and other related goods.

WHEREAS, the Purchaser/Procuring Agency invited bids for procurement of cleaning & misc. kitchen items on Framework (Rate) Contract Basis, in pursuance whereof M/s _____ being the authorized General Order supplier, Lahore, Pakistan and technically responsive & lowest evaluated bidder offered to supply the required items/goods/ cleaning & misc. kitchen;

WHEREAS, the Parties express their desire to enter into the Contract in accordance with the terms and conditions as laid down in this Contract.

NOW THEREFORE, in consideration of mutual covenants and promises contained herein and the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to as follows:

1. Scope of Services

- 1.1 In consideration of the payments to be made by the Purchaser to the Supplier, the Supplier shall supply the cleaning & misc. kitchen items and related goods to the Purchaser in accordance with the unit prices and description mentioned in *Annexure A*. (“cleaning items”).
- 1.2 The Purchaser reserves the right to change the quantity of items if they feel necessary during the validity of this Contract

2. Term of the Contract

2.1. The Contract shall endure for a period of one year commencing on _____th day of _____, 2023, or upon payment in accordance with Clause 3.1 of the Contract, whichever occurs earlier. ("Term").

2.2. The Contract shall come into force immediately upon signing of the Contract and shall remain valid until the final completion of the job or if terminated earlier by the Purchaser.

3. Payment

3.1. The Purchaser hereby covenants to pay the Supplier in consideration of the cleaning & misc. kitchen items, the total price of Rs. 1,300,000/- (Rupees One Million Three Hundred Thousands Only) ("Contract Price") as per approved budget for the financial year 2023-24.

3.2. The monthly payment shall be made against delivery of the cleaning & misc. kitchen items/ goods as stipulated in *Appendix A* and the purchase order, on the 10th day of each of month.

3.3. The payment will be made through cross cheque / pay order / demand draft to the Supplier against an original invoice along with delivery dockets confirming receipt of goods by the Purchaser, after 100% completion of satisfactory services, after deduction of all applicable taxes inclusive of GST/duties as per law.

3.4. No advance payment shall be made to the Supplier in any case.

3.5 The payment of the supply of cleaning & misc. kitchen items will be on individual cost/item basis as per the rates and breakdowns given in *Appendix A*.

3.6 The Payment shall only be made against delivery of Goods (as mentioned in Purchase Order) through Crossed Cheque/ Pay Order/ Demand Draft.

4. Delivery of Items

4.1. That the Cleaning & Misc. Kitchen items/goods/materials as per Clause 1 of this Contract shall be supplied by the Supplier at 15 Abu-Bakar Block, New Garden Town, Lahore or any other place within the city of Lahore and the Supplier shall remove/rectify any defects therein in conformity in all respects with the provisions of this Contract.

4.2. The Purchaser reserves the right to change their specified delivery site for any reasonable ground or grounds and the Supplier shall be responsible to deliver the cleaning items at the new site. Both the Parties shall decide the transportation cost for delivery at the new site.

4.3. That the delivery of the cleaning & misc. kitchen items shall be made by the Supplier at their own cost, management and responsibility.

4.4. That the Supplier shall be fully responsible for delivery of the cleaning & misc. kitchen items in good condition at the specified site of the Purchaser, through delivery dockets in duplicate.

4.5. That all other applicable taxes (inclusive of GST/duties, etc.) and cost of transportation, or any other incidental charges, if required in connection of the delivery of the cleaning & misc. kitchen items shall be borne by the Supplier.

4.6 In case of late delivery, LIQUIDATED/(DELAY) DAMAGES shall be charged @ 0.25% of the total Purchase Order value per day for delay of supplies after delivery date mentioned in purchase order.

5. Taxes

5.1. Any applicable tax, (inclusive of GST/duties, etc.) will be deducted from the Supplier's invoices as verified by the Purchaser's representative, while making payment to the Purchaser.

5.2 The Supplier shall bear the tax liability under this Contract.

6. Representations and Warranties of the Supplier

6.1. The Supplier hereby represents and warrants that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Purchaser through any corrupt/collusive business practice.

6.2. The Supplier hereby represents and warrants that it shall not give or agree to give, 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 consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form, from the Purchaser, except which has been expressly declared pursuant thereto. The Supplier certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or shall not take any action to circumvent the above.

6.3 The Supplier hereby represents and warrants that notwithstanding any rights and remedies exercised by the Supplier, it agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten times the sum of any commission, gratification, bribe, finders fee or kickback given by the Supplier as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatever form. from the Purchaser.

6.4. The Supplier hereby represents and warrants that it shall indemnify the Purchaser in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by the Supplier during the term of this Contract.

6.5. The Supplier hereby represents and warrants that it accepts full responsibility and strict liability for not making any false declaration, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty and making full disclosure of all relevant information as required by the Purchaser. 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 the Purchaser under any law, Contract or other instrument, be voidable at the option of the Purchaser.

6.6 The Supplier hereby represents and warrants that the quality and quantity of the cleaning & misc. kitchen items shall be as per the specifications given by the Purchaser as well as samples submitted by the Supplier and approved by the Purchaser.

6.7 The Supplier hereby represents and warrants that the Supplier shall replace any cleaning & misc. kitchen items rejected by the representative (s) of the Purchaser and the Supplier shall bear all risks/costs thereto.

6.8 The Supplier hereby represents and warrants that the Supplier shall transport the cleaning & misc. kitchen items on the same day as per the quality control check by the representative (s) of the Purchaser.

6.9 The Supplier hereby represents and warrants that it has the requisite skill and personnel to supply the cleaning & misc. kitchen items under this Agreement and the cleaning & misc. kitchen items for the purpose for which they are used shall be free from defects and shall be brand new and unused.

6.10 The Supplier hereby represents and warrants and agrees to pay @ 0.25% of the total Purchase Order value per day, liquidated damages to the Purchaser in the event the delivery of the cleaning & misc. kitchen items is delivered after the due date mentioned in the purchase order.

7. Representations and Warranties of the Purchaser

7.1 The Purchaser hereby represents and warrants that it's representative(s) shall inspect the goods at the address mentioned in Clause 4.1 and it reserves the right to reject any goods if the representative (s) considers those to be of inferior quality to the approved samples.

7.2 The Purchaser hereby represents and warrants that Representative (s) of the Purchaser will accompany the cleaning & misc. kitchen items from quality control check to the site of delivery. Any goods which are not accompanied by the representative(s) of the Purchaser will not be accepted.

7.5. The Purchaser shall pay the Supplier the in accordance with the unit price approved in Appendix A.

8. Termination

8.1. This Contract shall be terminated by the Purchaser if the Supplier fails to perform any of its obligations hereunder or breaches any representations or warranties given by it under Clause 6, by giving one (1) months' notice to the Supplier, after the Supplier has been asked to remedy the default (if remediable). In the event of termination under this Clause 8.1, the Purchaser will be entitled to claim any refunds or damages it is entitled to under the Contract.

8.2 Either Party may terminate this Contract by giving one (1) months' notice to the other Party, provided that they settle any outstanding any outstanding dues or on-going order deliveries.

9. Mediation

Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, which cannot be amicably settled between the Parties, shall be referred to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure and to be conducted by a mediator who is duly accredited by CEDR. Both Parties shall appoint a mediator within fourteen (14) days after one Party has notified the other in writing of the dispute, then, the courts of Lahore may be requested by either Party to appoint a CEDR-accredited mediator, the venue for the mediation proceedings shall be in Lahore. The language of mediation and the appropriate documentation shall be English.

10 Arbitration

10.1. In case of any dispute arising in connection with or under this Contract between the Parties hereto, ("Dispute") shall be resolved both by the Parties through mutual negotiations in good faith. The Parties may inform each other about any such dispute through a notice in writing specifying the issue in dispute or the matter of difference, within seven (07) days following receipt of such a notice Parties shall endeavour to settle the issue through amicable negotiations. In case the issue raised through the notice cannot be settled within the period of seven (07) days from the date of issuance of notice with respect there to, the issue or matter shall be referred to Arbitration as provided hereunder.



10.2 Any dispute, controversy or claim arising out of or relating to this Contract in any manner whatsoever, or the breach, avoidance, termination or invalidation thereof, shall be finally resolved by arbitration proceedings to be conducted by in accordance with the Arbitration Act 1940. The Chief of LKPC shall appoint the arbitrator. The seat or legal place shall be Lahore, Pakistan. The language to be used in the arbitral proceedings shall be English.

11. Notices

Any notice under this Contract shall, unless otherwise stated, be in writing and delivered by post or facsimile transmission or in person to each party at the addresses as given below or at such addresses as notified to the other party in writing.

a. In Case of Supplier

Proprietor

M/s. _____

Address: _____.

b. In case of Purchaser

Chief Executive Officer

Lahore Knowledge Park Company

15- Abu Bakar Block, New Garden Town, Lahore.

Telephone. 042-99075000

Email: ceo@lkpc.com.pk

12. Amendments

Any amendment subsequent to this Contract which have been mutually agreed shall only be in writing and shall be deemed as a part of this Contract

13. Assignment

The Supplier shall not assign, in whole or in part, its obligations to be performed under this Contract to anybody else, except with the Purchaser's prior written consent.

14. Force Majeure

Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement if such act, omission or failure arises from any event of Force Majeure (such as any act of God, including but not limited to floods, earthquakes, fire, explosion, drought, tidal waves, strikes, or other such disturbances, riots, civil commotion, war, rebellion, hostilities, invasion, mobilisation, sabotage, embargo, requisition, military or usurped power, acts or threats of terrorism, governmental action or policy). The party unable to fulfil its obligations will immediately notify the other in writing of the reasons for its failure to fulfil its obligations; take all reasonable efforts to mitigate any damage or loss caused (or likely to be caused); and any proposed remedial action. The Parties agree that the current Covid 19 pandemic does not constitute a Force Majeure event.

15. Non- Waiver



15.1 Subject to Clause 15.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract operate as waiver of any subsequent or continuing breach of Contract.

15.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

16. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or enforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

17. Independent Supplier

The Supplier shall be an independent supplier for the purposes of this Contract. This Contract does not create an agency, partnership, joint venture or other joint relationship between the parties to the Contract.

18. Governing Laws

This Contract shall be governed by the law of Pakistan and the courts of Lahore shall have exclusive jurisdiction.

19. Entire Agreement

This Contract, together with Appendix A constitutes the entire Agreement between the Parties.

20. Liquidated/ Delay Damages

In case of late delivery, LIQUIDATED/(DELAY) DAMAGES shall be charged @ 0.25% of the total Purchase Order value per day for delay of supplies after delivery date mentioned in purchase order. These deductions shall be made from running bills.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of the Purchaser
Lahore Knowledge Park Company (LKPC)

For and on behalf of the Supplier.
M/s _____

Mr.

Chief Executive Officer,
Lahore Knowledge Park Company,
15-Abu Bakar Block, New Garden

Mr.

Proprietor,
M/s. _____,

Town, Lahore.

Address: _____,
Lahore.

Witness:

Witness:

Signatures _____

Signatures _____

Name: Mr. _____

Name _____

CNIC # _____

CNIC # _____

Title _____

Title _____

ANNEXURE A

1. The detail of Unit Price (Price Schedule) and Description as per Financial Proposal quoted by M/s _____ is given as under:

Sr.#	Name of items	Unit	Unit price inclusive of all applicable taxes/GST
1	Tissue paper Sheet 150X2 PLY Rose or Equivalent	Pkt.	
2	Tissue Roll 2PLY Rose or Equivalent	Roll	
3	Air Freshener Large 300ML	No.	
4	Fins Oil Large (3 litters)	Bottle	
5	Lemon Max (Soap Bar)	No	
6	Bath Soap (large) i.e. Lux/Rexona/Palmolive/Safe Guard or equivalent	No	
7	Cleaning Acid	Per litter	
8	Washing Powder/Surf i.e. Excel/Arial or equivalent (250 gm.)	Pkt.	
9	Hi-jeen tissues Dispenser Rose or Equivalent	Pkt.	
10	Broom Bansi	Per kg.	

11	Drain Opener	No	
12	Spench (foam)	No	
13	Harpic Cleaner or equivalent	No	
14	Duster(cloth)	No	
15	Battery Cell AAA for Remote	No	
16	Basket (Dustbin) Large Plastic	No	
17	Brush Wash Room (Plastic)	No	
18	Battery Cell AA for Clock	No	
19	LED Blubs 24 W	No	
20	Extension Lead (4 X 1 Socket with USB Port) Fine Quality	No	
21	LED Blubs 18 W	No	
22	Hand Wash 250 ml Life Buoy, Dettol or equivalent	No	
23	Gillent Spray Large	No.	
24	Farshi Tat	Per .Kg	
25	Wipper Large Size	No.	
26	Lu Blu for Commot or WC Standard	No.	
27	Water Glass Fine Quality	No.	
28	Wipper Small size	No.	
29	Fresher Spray Fresco or equivalent 300 ml	No.	
30	Face Mask Surgical 3 playee 50 piece box	No	
31	Hand Sanitizer 500 ml	p/ bottle	
32	Dettol Multi Surface 300 ml	p/ bottle	
33	Green Tea (Tea Bags) 30 piece packing Tapal or Lipton or equivalent	Pkt	

34	Tea Bags (Tea Bags) 25 piece packing Tapal or Lipton or equivalent	Pkt	
35	Sugar 1 Kg	Per KG	
36	Dry Milk powder Every Day or equivalent 850 grms.	Bag	
37	Dry Milk powder Every Day or equivalent 350 grms.	Bag	
38	Coffee Nestle or equivalent	100 gram	
39	Revive All leather Polish Kiwi or Equivalent	No.	
40	Mosquito Killer King Tox (Green 325 ml) or equivalent	No.	
41	Duster Fiber cloth (40X40 CM)	No.	
42	Down Light 12 watt (Ceiling Lights)	No.	
43	LED Blubs 13 W	No.	
	Grand Total of All Units Price inclusive of all applicable taxes/with GST (In Figure)		
	Grand Total of All Units Price inclusive of all applicable taxes/with GST (In words)		