

PRO/19/2025  
PROCUREMENT OF SURGICAL INSTRUMENTS (OMNI TRACK and BOOK WALTER (RING  
RETRACTOR).

**BIDDING DOCUMENTS FOR THE PROCUREMENT OF  
SURGICAL INSTRUMENTS (OMNI TRACK and BOOK  
WALTER (RING RETRACTOR).**



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## Section-I: Invitation to Bids

### 1.1 INVITATION TO BIDDERS

Bid Reference No. PRO/19/2025

**PROCUREMENT OF SURGICAL INSTRUMENTS**  
**(OMNI TRACK and BOOK WALTER (RING RETRACTOR)).**

1. E- Bids are invited from original Manufacturers / Authorized Exclusive Distributor of Foreign Manufacturer in Pakistan for supply of goods, registered with income tax and sales tax Department / authorities. The E- Bids shall be received as per single stage two envelope bidding procedure of PPRA-2014.
2. Interested eligible bidders may get the Bidding Documents free of cost from PKLI website <https://pkli.org.pk/tenders/> with detailed specifications. A tender notice is also available for information and can be downloaded from the websites of [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) and <https://eprocure.gov.pk>. Bidding documents are immediately available after the date of publication.

Lot No.	Description	Estimated Qty	Estimated Amount (in millions)	Bid Security @ 2 % of the estimated amount	Bidding procedure	Delivery Terms (Incoterms)
1.	OMNI TRACK	As mentioned in bidding documents - schedule of requirement	PKR 36.042	PKR 720,855/-	Single Stange Two Envelope	C.I.F (Cost, Insurance Freight)
2.	BOOK WALTER (RING RETRACTOR)	As mentioned in bidding documents - schedule of requirement	PKR 34.656	PKR 693,126/-		

3. E-bids shall be submitted online on or before **24.03.2025 at 11:00 AM** on e-Punjab Acquisition and disposal system (e-PADS) <https://eprocure.gov.pk>. Hard copies of e-bids are not required. The procuring agency shall not be responsible for any failure on the part of firms to submit an e bid or account of any technical error or internet failure.
4. All Bids must be accompanied by a Bid Security of **2% of the estimated amount** in the form of CDR/Bank Guarantee / Demand Draft / Pay Order.
5. The Bids will be opened on the same day **24.03.2025 at 11:30 AM** Hours in the presence of the Bidders' representatives who may choose to be present at the address below.
6. Interested eligible Bidders may obtain further information from Supply Chain department, PKLI&RC at the address given below from date of publishing during office hours 08:30AM to 05:30 PM.
7. Bid Validity period is 180 days from the date of opening of bids.
8. In case of official holiday on the day of submission, next day will be treated as closing date.
9. PKLI&RC will not be responsible for any cost or expense incurred by bidders about the preparation or delivery or electronic submission of bids.
10. Pre-Bid meeting will be held on **12.03.2025** at 11:00AM in meeting room, supply chain department PKLI&RC.
11. Procurement shall be governed by Punjab Procurement Rules 2014(amended) & Punjab Procurement Regulations 2024.

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## ADVERTISEMENT

**Punjab Procurement Rules 2014 are amended vide Notification No.**

**SO(CAB-I)2-9/2015 dated 20.09.2024**

1. Bidding documents & invitation to bid uploaded on e-PADS. The advertisement in Newspaper is not required as it is omitted in recent amendments in Punjab Procurement Rules 2014(Rule12(sub-rule2) of PPR 2014 omitted wide above notification.
2. The bidder shall download the bidding documents from the website of the authority and participate in the procurement process without paying any cost or fee Rule 25(7) of PPR-2014 (amended)

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## Section-II: Instructions to Bidders (ITB)

**Note: - All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the latter shall prevail.**

### 2.1. Introduction

- 2.1.1 Scope of Bid** i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the goods within the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds** i) Govt. of the Punjab.
- 2.1.3 Eligible Bidders** i) The Invitation to Bids is open to all original manufacturers / authorized exclusive distributor of foreign manufacturers in Pakistan for supply of goods. Whereas Distributor / sub distributor of authorized exclusive distributor or manufacturer is not allowed to participate in the bids.
- ii) Bidders must be registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) as required by the law.
- iii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids.
- iv) Bidders must possess valid legal enforceable exclusive authorization from the foreign manufacturer, they should have documentary proof to the effect that they are the original manufacturer or sole agent of the required goods.
- v) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.



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- vi) Bidders shall not be under a declaration of blacklisting by the PPRA Punjab or Procuring Agency.
- vii) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Sole Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that trade or business as mentioned in bid data sheet.
- viii) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - a) Are associated or have been associated with the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.
  - b) Have controlling shareholders in common; or
  - c) Receive or have received any direct or indirect subsidy from any of them; or
  - d) Have the same legal representative for purposes of this Bid; or
  - e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
- xii) A Bidder may be ineligible if –
  - (a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent.
  - (b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property.
  - (c) Legal proceedings are established against Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a

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declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property.

- (d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct.
  - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
  - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
  - (g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.
- xiii) Bidders shall provide the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.
- xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

**2.1.4. Eligible  
Goods and  
Services**

- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.
- ii) For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
- iii) The origin of goods and services is distinct from the nationality of the Bidder.

- 2.1.5. Cost of Bidding**
- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 2.1.6. One person one bid**
- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

## 2.2. The Bidding Documents

- 2.2.1. Content of Bidding Documents**
- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
- (a) Invitation to Bids
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)
  - (g) Schedule of Requirements
  - (h) Bid Form
  - (i) Manufacturer’s Authorization Form
  - (j) Bidder Profile Form
  - (k) General Information Form
  - (l) Affidavit

- (m) Bid Security Form
  - (n) Technical Bid Form
  - (o) Contract Form
  - (p) Financial Bid Form / Price Schedule
  - (q) Performance Guarantee Form
  - (r) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their Addenda, if they were not obtained directly from the Procuring Agency, from its website, website of PPRA or PPRA E Procurement Portal. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.
- 2.2.2. Clarification of Bidding Documents**
- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than **seven (7) days prior to the deadline for the submission of Bids** prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides a record of the content of

communication at the Procuring Agency's address indicated in the **BDS**.

- iii) The Procuring Agency will, **within three (3) working days** after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**2.2.3. Amendment  
of Bidding  
Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner,

preferably through electronic means also, not later than three (3) days, and on an equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## 2.3. Preparation of Bids

### 2.3.1. Language of Bid

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

### 2.3.2. Bid Form

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

### 2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be item wise/ package wise as mentioned in **BDS**.
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

### 2.3.4. Bid Currencies

- i) Prices shall be quoted in US Dollars (\$), UK Pound (£), Euro (€), Japanese Yen (¥) and Swiss France (F),

- ii) **Pak Rupees (Rs.)**  
unless otherwise specified in the Bid Data Sheet.

**2.3.5. Documents  
Establishing  
Bidder's Eligibility  
and Qualification**

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [*Manufacturer's Authorization form No. 8.3*] or producer to supply the same in Pakistan;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.6. Documents  
Establishing  
Goods' Eligibility  
and Conformity to  
Bidding  
Documents**

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:



- (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
  - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
- (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
  - (b) carriage paid;
  - (c) received on, or before, the closing time and date for the submission of bids or as per the instructions mentioned in the **BDS**; and
  - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
- (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
  - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.



- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

### 2.3.7. Bid Security

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
- iv) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for 180 Days, beyond the validity of Bid.
- v) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.
- vi) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened

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financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

- vii) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2 after confirmation of the performance guarantee from the issuance financial institute.
- viii) The Bid security may be forfeited:
  - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - b. In the case of a successful Bidder, if the Bidder:
    - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
    - ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
    - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

**2.3.8. Period of Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

**2.3.9. Format and Signing of Bid**

- i) The Bidder shall authorize a person / persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue, the bidder shall be responsible for all consequences.
- ii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.

  
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- iii) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid shall be signed and stamped by the authorized person.
- iv) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- v) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

#### **2.4. E - Submission of Bids / Proposals**

- a) An E-Bid/Proposal shall be submitted on the E-PADS in the manner or method as specified in the advertisement before closing date for submission of each E-Bid/Proposal
- b) The bidder shall be allowed to alter or modify his e-bid/proposal before the closing date for submission of the e-bid or proposal
- c) The bidder shall complete and authenticate his e-bid/proposal and submit it within time.
- d) In case e-bid/proposal including entries and record submitted on the e-PADS found corrupt, unreadable or contains viruses, the e-bid/proposal shall be rejected
- e) The bidder shall submit hard copy of the financial instrument in addition to the soft copy uploaded on the E-PADS as bid security. The bid security shall only be released upon the hard copy.
- f) The e-bid/proposal shall be opened on the E-PADS on the time and place as specified in the bidding documents
- g) Only Registered Persons on E-PAD are eligible to participate.
- h) No person, firm, contractor company, consultant or any other organization shall be eligible to participate in e-Procurement by using E-PADS unless that person, firm, contractor, company, consultant or any other organization is registered with the registration system available on the E-PADS
- i) Bids shall be uploaded on E-PADS till the closing date of the bids.
- j) All Procurements shall be made through E-PADS. PKLI & RC does not require the submission of hard copies of related tenders, invitation to proposals and related documents

  
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**2.4.1 Sealing and  
Marking of Bids**

- i) The submission of encrypted electronic file by the bidders shall be deemed submission in “envelope” or “package” as mentioned in the rules.
- ii) The bidder shall submit a hard copy of Financial Instrument in addition to the soft copy uploaded on the e-PADS as Bid Security (where applicable)
- iii) As per Rule 24, Bidders shall submit their bids online through e-PADS. No bids submitted manually shall be accepted, except for and if so, specified clearly in the BDS the samples or any other items such as product catalogues, drawings which are not available in soft copies or not scan able for submission online.
- iv) Where Bid Security and/or bulky documents referred to in the preceding paragraph have to be submitted manually they shall be forwarded to the Office of the Procuring Agency’s address before the designated time and date scheduled for Bid Submission (bid preparation and submission), as specified in the BDS
- v) Bidders shall follow the Punjab Procurement Rules – 2014 (Amended) & Punjab Procurement Regulations 2024 for online submission of e-bid.
- vi) In case an e-bid or e-proposal including entries and record submitted e-PADS is found corrupt, unreadable or contains virus, the e-bid or e-proposal shall be rejected
- vii) Any envelope or parcel containing the Bid Security / samples / catalogues/documents, where applicable, shall:

(a) bear the name and address of the Bidder.

(b) be addressed to the Purchaser in accordance with ITB

Sub-Clause 2.4.2.

(c) bear the specific identification of this bidding process indicated in ITB 2.1.1 and any additional identification marks as specified in the BDS, and

**2.4.2 Deadline  
for Submission of  
Bids**

- i) Bid preparation and its submission must be executed online within the time specified in the BDS. Bid Security in its original format and other items, if allowed by the Purchaser, must be submitted to the Purchaser at the latest by the same time and date, and at the place **specified in the BDS**.

- ii) The Purchaser may, at its discretion as per Rule 29 of PPR2014, extend the deadline for the e-bid submission by amending the Bidding Documents in accordance with ITB Clause 2.2.2 & 2.2.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **2.4.3. Late Bids**

- i) Any Bid Security / samples / catalogues/documents, (where applicable) received by the Procuring Agency after the deadline for e-submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2, such e-bid will be rejected.
- ii) The Procuring Agency shall not consider for evaluation any Bid Security / samples / catalogues/documents, where applicable (where applicable) that arrives after the deadline for submission of Bids.

#### **2.4.4. Modification and Withdrawal of Bids**

- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

## **2.5. Opening and Evaluation of Bids**

**2.5.1. Opening of Bids by the Procuring Agency**

- i) The Procuring Agency will open all Bids online, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.
- ii) The Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
- iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened until the specified time of their opening.
- iv) The envelopes holding the Technical Proposals shall be opened online one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- v) Bidders are advised to send a representative with knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any unread information by the Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- vi) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to 2.4.3 (i).
- vii) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- viii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's

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signature on the record shall not invalidate the contents and affect the record.

- ix) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail. [if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.

**Explanation: The decryption of encrypted electronic files shall be deemed opening of the bid as mentioned in the rules.2.5.2.**

**2.5.2.  
Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides a record of the content of communication.

**2.5.3. Clarification  
of Bids**

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide a record of the content of communication. In the case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in the case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

- iii) The alteration or modification in The Bid which in any way affects the following parameters will be considered as a change in the substance of a bid:
  - a) Evaluation & qualification criteria;
  - b) Required scope of work or specifications;
  - c) All securities requirements;
  - d) Tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### 2.5.4. Preliminary Examination

- i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.



- iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:
  - a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
  - b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
  - c) Has been properly signed;
  - d) Is accompanied by the required securities; and
  - e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

**2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

**2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the

amount referred in Price Schedule shall be treated as correct  
subject to elimination of other errors.

- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8**.

**2.5.7. Conversion  
to Single Currency**

- i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail".

**2.5.8. Post-  
Qualification &  
Evaluation of Bids**

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

## PROCUREMENT OF SURGICAL INSTRUMENTS (OMNI TRACK and BOOK WALTER (RING RETRACTOR).

**2.5.9. Contacting the Procuring Agency**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10. Grievance Redressal**

- i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints of the bidders that may occur prior to the entry into force of the procurement contract.

The Committee may;

- a) decide the complaint lodge by any bidder before the proposal submission date;
- b) set aside the decision of technical evaluation committee;
- c) Uphold the decision of technical evaluation committee;
- d) modify the decision of technical evaluation committee; and
- e) recommends scraping of procurement process with reasons to be recorded in writing.
- ii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a complaint through E-Pads or in writing concerning his grievances within five (5) days of the announcement of the technical evaluation reports and ten (10) days after the issuance of the final evaluation report.
- iii) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.

Provided that detailed technical evaluation report is has been uploaded on the website of the authority.

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Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

- iv) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

### **2.6.2. Performance Guarantee**

- i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

### **2.6.3. Signing of Contract/ Issuance of Purchase Order**

- i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.

  
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- ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
- iii) Subject to sub-clause ii above, the contract is to be made on stamp paper(s) worth of Rs. @ 25 paisa per every one hundred rupees of the total value of the contract, under section 22(A)(B) of schedule 1 of Stamp Duty Act 1899 read with Finance Act 1995 (Act-VI of 1995) Notification No.JAW/HD/8-21/77 (PG) dated 1st January 2014, which will be borne by the supplier.
- iv) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

**2.6.4. Award Criteria**

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

**2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**

- i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

**2.6.6. Procuring Agency's Right to Accept or Reject All Bids**

- i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) 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.

**2.6.7. Re-Bidding**

- i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing

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that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

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**2.6.8. Corrupt or  
Fraudulent  
Practices**

- i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

*“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

- i. *Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- ii. *Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- iii. *Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- v. *Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to*



*materially impede the exercise of inspection and audit process.”*

**ii) Blacklisting & Debarment:**

Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

**Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**“17A. Blacklisting.**— (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

**21. Blacklisting.**—(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:



*(a) shall forward the decision to the Authority for publication on the website of the Authority; and*

*(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*

*(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*

*(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

*(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

*(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

*As per Schedule appended with PPR-14:*

#### **SCHEDULE**

*see sub-rule (6) of rule 21*

#### **BLACKLISTING MECHANISM OR PROCESS**

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
  - (a) precise allegation, against the bidder or Contractor;*
  - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
  - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice*

*for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*

5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of*

*the proceedings. The parties may file written statements and documents in support of their contentions.*

15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

**2.6.9. Quantity and volume of the goods to be considered in mind**

- i) While quoting the rate in a framework contract, the Bidder must consider the following facts:
  - a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
  - b. The Bidder have to maintain the rates of the goods for the whole financial year.
  - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In the case of non-observance of prescribed format, Financial Bid may be rejected.

**2.7. Compliance of Drap Act 2012**

All relevant supplies will comply with the provision of DRAP Act 2012 and Rules framed there under, where applicable.

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## Section-III. Technical Specifications

### 3.1 Technical Specifications

Lot No. 1	
Omni Track	
Sr. No	Required Details & Specifications
1	Omni-Tract Sterile Field POST or Equivalent
2	Support Arm or Equivalent
3	Standard Wishbone Frame Arm or Equivalent
4	Small Wish Bone Frame Arm or Equivalent
5	Snap Clamp or Equivalent
6	Hinged Extension Arm or Equivalent
7	Mayo Swivel Retractor or Equivalent
8	Retractors or Equivalent
9	Fence Swivel Retractor or Equivalent
10	Deaver Swival Retractor or Equivalent
11	Deaver Swival Retractor or Equivalent
12	Malleable Slotted Swival Retractor or Equivalent
13	Malleable Slotted Swival Retractor or Equivalent
14	Marshall bladder Malleable Retractor or Equivalent
15	Harington Sweatheart Retractor or Equivalent
16	Harington Sweatheart Retractor or Equivalent
17	Splanchnic Swival Retractor or Equivalent
18	Fast System Small Wisbone Frame or Equivalent
19	Omni Flex Extension Arm or Equivalent
20	Standard Crossbar or Equivalent
21	Flex Clamp Holder or Equivalent
22	Deaver Retractor or Equivalent
23	Deaver Retractor or Equivalent
24	Posterior Swival Retractor or Equivalent
25	Posterior Swival Retractor or Equivalent
26	Renal Vein Swival Retractor or Equivalent
27	Renal Vein Swival Retractor or Equivalent
28	Renal Vein Swival Retractor or Equivalent
29	Pan Cover Set (Complete Box) or Equivalent
30	Deaver Retractor, 23/4" x 8" (7cm x 20.3cm) or Equivalent
31	Fence Swivel Retractor, 4" x 8" (10.2cm x 20.3cm) or Equivalent
32	Malleable Swivel Retractor, 2" x 8" (5cm x 20.3cm) or Equivalent
33	Malleable Swivel Retractor, 3" x 8" (7.6cm x 20.3cm) or Equivalent
34	Malleable Swivel Retractor, 4" x 8" (10.2cm x 20.3cm) or Equivalent
35	Mayo Swivel Retractor, 31/2" x 23/4" (8.9cm x 7cm) or Equivalent
36	Renal Vein Swivel Retractor, 1" x 8" (2.5cm x 20.3cm) or Equivalent
37	Splanchnic Retractor, 2" x 8" (5cm x 20.3cm) or Equivalent
38	Omni-Clamp Sterile Field Post, Double Coupler, 24.3" or Equivalent
39	Standard Cross Bar or Equivalent
40	Hinged Cross Bar or Equivalent
41	Snap Clamp Blade Holder or Equivalent

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42	Angled Side Arm, 8" x 18" or Equivalent
43	Doherty-Harrington Retractor Blade or Equivalent
44	Sternal Retractor, 3" x 3" or Equivalent
45	Mayo Swivel Retractor, 3-1/2" x 2-3/4" or Equivalent
46	Blade Holder with 3626 Knob, 9" or Equivalent
47	Malleable Swivel Retractor, 2" x 6-1/2" or Equivalent
48	Malleable Swivel Retractor, 3" x 6-1/2" or Equivalent

Lot No. 2	
BOOK WALTER (RING RETRACTOR)	
1	Elite III w/ 1 Cam Joint 16" or Equivalent
2	RT Articulating Horizontal Bar 18 1/2" or Equivalent
3	Horizontal Bar 14 1/4" or Equivalent
4	Round Ring Md Half 10 1/2" or Equivalent
5	Straight Segment 8" or Equivalent
6	Oval Ring Md 10 1/2x14 1/2" or Equivalent
7	Instrument Case 24 X 16 X 3" or Equivalent
8	Ratchet or Equivalent
9	Angling Ratchet or Equivalent
10	Harrington 64x152mm or Equivalent
11	Balfour 83X73mm or Equivalent
12	Richardson 51x76mm or Equivalent
13	Richardson 51x38mm or Equivalent
14	Richardson 51x102mm or Equivalent
15	Richardson 51x127mm or Equivalent
16	Richardson 51x152mm or Equivalent
17	Malleable 38x152mm or Equivalent
18	Malleable 51x165mm or Equivalent

### 3.2Country of Manufacturer

Country of manufacturer should be of USA, Europe, U.K, and Japan, unless otherwise any other country of manufacturer is mentioned in specifications.

### 3.3Country of Origin

All products/goods/equipment and related services to be supplied/delivered under the contract that are required to be imported in Pakistan shall have their origin and could be from any geographical region of the world, subject to the eligible source countries as prescribed by the commercial policies of Government of Pakistan

### 3.4Quality Certification

The medical equipment offered from foreign countries of USA, Europe, U.K and Japan shall be eligible to participate and must bear FDA 510K for USA, CE MDD/MDR of (European NANDO notified bodies) or Jp MHLW (Ministry of Health, Labour and Welfare) standard, for Japanese manufacturers MHLW,

respectively and those products should be marketed world widely; in case the origin is not mentioned in the specifications.

### **3.5 Warranty**

The firm shall provide a comprehensive warranty for Three (03 years.) The firm shall be bound to maintain the equipment / items during all warranty period “free of cost” including but not limited to spare parts, update of any software, consumables and labor or any other type of required service. Custom clearance of all the spare parts during / after warranty will be the sole responsibility of the supplier (faulty part should be replaced by the brand-new genuine parts). Free of Charge Planned / Period Preventive Maintenance (PPM) of the equipment during warranty period will be executed after every three (03) months or as per the Manufacturer’s recommendations, whichever comes earliest. The firms are required to submit their financial bids including overall warranty in accordance with the form “8.10. Financial Bid Form / Price Schedule”. The Supplier further warrants that the supplied goods are in-compliance with the provisions of DRAP Act 2012/Medical Device Rules framed thereunder

### **3.6 Post Warranty (Service Level Agreement)**

- 3.6.1 After the successful completion of the Three-year (03) comprehensive warranty period and any applicable downtime penalty, the supplier shall provide after-sales services through a Service and Maintenance Contract for the next six years or beyond, with mutual consent between the customer and the firm (sole agent). The Service and Maintenance Contract shall cover replacement of all types of the spare parts but not limited to X – Rays Tube and flat panel detector, monitors, machine cables and connecting leads, diesel generator, UPS with batteries, Hemodynamic system, non-proprietary items supplied with the machine with all specified parameters that shall cover labor and parts for all equipment.
- 3.6.2 The Annual Service and Maintenance Contract/Service Level Agreement (SLA) with parts upto 10% of the C & F Value of Equipment inclusive all duties or taxes (if any), to be disclosed in section 8.10 (Financial Bid Form/Price Schedule), and shall henceforth be referred to as the "Reference Value" for future contracts.
- 3.6.3 The Service and Maintenance Contract charges shall be calculated in Pak Rupees on a yearly basis as per the prevailing Foreign Currency Exchange (FEC) Rate. The payment shall be made in Pak Rupees on a quarterly basis after satisfactory fulfillment of SLA’s codal formalities set by the customer/hospital.

  
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## Section-IV: Bid Data Sheet

<b>A. Introduction</b>		
<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
<b>1.</b>	<b>2.1.1</b>	<p><b>Name of Procuring Agency:</b> Pakistan Kidney and Liver Institute and Research Center, Lahore, Pakistan.</p> <p><b>The subject of procurement is:</b> Procurement of Surgical instruments (Omni Track and Book Walter – (Ring Retractor)</p> <p><b>Mode of Procurement is:</b> Single Stage – Two Envelope</p> <p><b>Period for delivery of goods:</b> For the FY 2024-25</p> <p><b>Place of Delivery of Goods:</b> PKLI&amp;RC, Lahore.</p> <p><b>Commencement date for delivery of Goods:</b> 90 Days from the establishment of the LC</p>
<b>F</b>	<b>2.1.2</b>	<p><b>Financial year for the operations of the Procuring Agency:</b> FY 2024-25</p> <p><b>Name of Project/ Grant:</b> Non - Development</p> <p><b>Name of financing institution:</b> Govt of Punjab</p> <p><b>Name and identification number of the Contract:</b> PRO-19-2025</p>
<b>3.</b>	<b>2.1.3 (iv)</b>	<b>Joint Venture</b> is not allowed.
<b>4.</b>		<b>Ineligible country(s);</b> All goods and related services to be supplied under the contract that are required to be imported in Pakistan shall have their origin in eligible source countries as prescribed by the commercial policies of Government of Pakistan and all expenditures made under the contract shall be limited to such goods and services.
<b>5.</b>	<b>2.3.6(iii)</b>	<b>Demonstration of authorization by manufacturer:</b> The bidder shall submit the authorization by manufacturer as per as per Form 8.2
<b>B. Bidding Documents</b>		
<b>6.</b>	<b>2.2.2</b>	<b>The address for clarification of Bidding Documents is;</b> e-PADS portal or Procurement Department,



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		PKLI&RC, Opposite DHA Phase-6, Knowledge City, Lahore.
7.	2.2.2	<b>Pre-bid meeting</b> will be held in Conference Room PKLI&RC on 12.03.2025 at 11:00 AM.
8.	2.3.9	<b>One (01) complete Bid (including separate technical &amp; financial bid ) is required to be submitted through e-PADS</b>
<b>C. Bid Price, Currency, Language and Country of Origin</b>		
9	2.3.1	Language of the bid will be <b>English</b> . The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.
10	2.3.4	<b>In case of Letter of Credit (LC)</b> , Prices shall be quoted in US Dollar (US\$), UK Pound (£), Euro (€), Japanese yen (¥) and Swiss franc (CHF). The total price will be calculated by converting the price to Pak Rupees. The exchange rate as notified by the state bank of Pakistan, on the date of opening of Financial Proposal will be applied for conversion.
11.	2.3.4	Fixed Price is inclusive of all applicable taxes. In the case of CIF mode, the prices shall be quoted without all taxes & duties. (PKLI&RC is exempt from GST & Provincial Service Taxes)
12.	2.1.4 (ii)	As specified in Technical Specifications.
<b>D. Preparation and Submission of Bids</b>		
13.	2.1.3	Evaluation criteria is described in sub-section "Bid Evaluation Criteria" of the Bid Data Sheet.
14.	2.3.6&2.3.7	Spare parts required for 10 years of operation.
15.	2.2.2	Bid shall be submitted through E – PADS.
16.	2.4.2	The deadline for Bid submission is  a) Date: 24.03.2025  Time: 11:00AM
17.	2.5.1	Time, date/ Month/ Year, and place for Bid opening.  a) Date: 24.03.2025  b) Time: 11:30 AM

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		c) Place; Conference Room, Supply Chain Department, PKLI&RC, Lahore.
18.	2.6.2	Amount of Performance Guarantee is: 5% of contract amount. The Performance Guarantee will be in PKR.
19.	2.3.8	Estimated Contract Price is: The detail of each item is provided in the schedule of Requirement. <b>Amount of Bid security is: 2% of estimated amount.</b> Original bid security (2% of estimated amount) in favor of PKLI&RC in the shape of Bank Guarantee/CDR/ Bankers Cheque/Pay Order/Demand Draft (separate for each package/ lot) must be submitted physically at the below mentioned address before the date and time of submission of e-bids. Bids submitted through e-PADS shall only be entertained / accepted.
20.	2.3.9	The Bid validity period after opening of the Bid is: 180 Days.
21.	2.3.9	Only one (01) bid to be submitted through e-PADS.
<b>E. Opening and Evaluation of Bids</b>		
22.	2.5.1	The Bid opening shall take place at:  Conference Room, Supply Chain Department, PKLI&RC, Lahore.  Date: 24.03.2025  Time : 11:30 AM
23.	2.3.5	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <b>Pakistani Rupee (PKR)</b>  The source of the exchange rate shall be State Bank of Pakistan. The date of the exchange rate, if required for the purpose of comparison, shall be the <b>date of financial bid opening.</b>
<b>F. Bid Evaluation Criteria</b>		
24.	2.5.8	<b>1. Technical Evaluation Criteria</b>  Failure to comply with any clause of Technical Evaluation Criteria will result in “non-responsiveness” of the bidder. <b>Part -1</b> <b>Knock Down Criteria (Vendor Evaluation)</b>

		<ol style="list-style-type: none"> <li>2. NTN &amp; GST (Valid &amp; Active)</li> <li>3. Manufacturing certificate / Valid Sole Agent Certificate from the manufacturer</li> <li>4. Bid Security @2% of the estimated amount in the form of Bank Guarantee/ Demand Draft/ CDR/ Pay order in the name of PKLI&amp;RC.</li> <li>5. The Quoted items must bear FDA510(k) for USA, CE MDD/MDR of (European Nando notified bodies) for UK &amp; Europe, Jp MHLW for Japanese manufacturers.</li> <li>6. Affidavit on stamp paper of Rs. 100 from Bidder that <ol style="list-style-type: none"> <li>a) The bidder is not blacklisted by the procuring agency and /or by the PPRA Punjab Procurement Regulatory Authority for all procuring agencies.</li> <li>b) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be blacklisted as per the Rules / Laws.</li> <li>c) Affidavit for correctness of information.</li> <li>d) the bidder shall comply the all the terms &amp; conditions of the contract &amp; bidding documents.</li> <li>e) the quoted prices are not more than the market price / price offered to any other institute.</li> <li>f) The quoted products are the latest by the manufacturer.</li> </ol> </li> <li>7. Up to date Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning</li> </ol>
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		<p>8. The Company must have</p> <ol style="list-style-type: none"> <li>an establishment experience of more than 10 years. (Attache SECP Registration for Companies or NTN registration for others)</li> <li>Working experience of more than 5 years for the supplies of similar nature products (as advertised) (Attache purchase orders of any Government &amp; renowned private institute / teaching hospital of Pakistan.)</li> </ol> <p>9. The Bidder shall submit at least 3 satisfactory reports (verifiable) of quoted product to any Government &amp; renowned private institute / teaching hospital of Pakistan.</p> <p>10. Participating firms / bidders must be registered with e-Pak Acquisition &amp; Disposal System (EPADS).</p> <p><b>Part -II</b> <b>Product Parameters</b></p> <ol style="list-style-type: none"> <li>Brand</li> <li>Model</li> <li>Country of Manufacturer</li> <li>Country of Origin of Product</li> <li>Physical Demonstration of the quoted equipment. (Online demonstration not accepted. However, installed site visit may be considered at the time of demonstration).</li> <li>Technical Specifications Compliance as per Section III (3.1) and submit the technical offer according to technical bid form 8.7.</li> </ol> <p>The bidder will submit the technical bid as per Form 8.7 Technical Bid Form.</p> <p><b>Financial Bid Evaluation Criteria</b></p> <ol style="list-style-type: none"> <li>After the technical evaluation is completed, the Procuring agency shall notify the date, time and location for opening of the financial proposals.</li> </ol>
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		<p>Bidders' attendance at the opening of financial proposals is mandatory.</p> <p>(ii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders shall be read aloud. The financial proposal of the technically responsive bidders shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of technically nonresponsive Bidders shall be returned unopened). These financial proposals from technically responsive firms shall be then opened, and the total prices read aloud and recorded.</p> <p>(iii) An incomplete bid shall be rejected. All items described in the technical proposal must be priced in the financial proposal. Items described in the technical proposal but not priced, shall be assumed to be included in the price of other items.</p> <p>(iv) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency. When correcting computation errors in case of discrepancy between a partial amount and the total amount or between the words and figures, the formers will prevail.</p> <p>(v) The bidder will quote the financial bid as per Form 8.9 Financial Bid Form / Price Schedules.</p> <p>(vi) The price for complete Package / Tender with Three (03) Year Warranty Period, standard accessories; detail of which is already mentioned in the technical specifications will be considered for determining the lowest bidder. Optional items will not be considered when determining the lowest bidder. The Procuring Agency has the right to drop optional items(s) as per their choice, where deem necessary</p>
<b>G. Award of Contract</b>		
<b>25.</b>	<b>2.6.5</b>	Percentage for Qty increase or decrease is: [As per provision of Punjab Procurement Rules 2014].

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	<b>2.6.2</b>	The Performance Guarantee shall be: 5 % of Award contract value
	<b>2.6.2</b>	The Performance Security (or guarantee) shall be in the form prescribed in GCC Clause-7 in the form of Bank Guarantee/CDR/Pay Order/Demand Draft from schedule bank.

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## Section-V: General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (d) “The Services” means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Agency” means the organization purchasing the Goods & Services, as named in SCC.
- (h) “The Procuring Agency’s country” is the country named in SCC.
- (i) “The Supplier” means the Bidder or firm supplying the Goods and Services under this Contract.
- (j) “The Project Site,” where applicable, means the place or places named in SCC.
- (k) “Day” means calendar day.



- 2. Application** 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.
- 3.2. For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.
- 4. Standards** 4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Documents and Information; Inspection and Audit by the procuring agency.** 5.1. The Supplier shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The Supplier shall not, without the Procuring Agency’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.
- 5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier’s performance under the Contract if so required by the Procuring Agency.
- 5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the

Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

**6. Patent Rights**

6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

**7. Performance Guarantee**

7.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**8. Inspections and Tests**

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

## **10. Delivery and Documents**

10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, “completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill”.

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4. Documents to be submitted by the Supplier are specified in SCC.

**11. Insurance**

11.1. The goods supplied under the Contract shall be DDP/CPT / CIF as mentioned under which risk is transferred to the buyer after having been delivered; hence, marine and inland insurance coverage is Supplier’s responsibility. The Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Purchaser for which the cost is inclusive in the Contract Price.

**12. Transportation**

12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency’s country, including insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract.

**13. Incidental Services**

13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or startup of the supplied Goods.
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods.
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the goods supplied.
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

- (i) the prevailing rates charged for other parties by the Supplier for similar services; and
- (ii) original price of goods.

**14. Spare Parts**

14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for 03 year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the destination indicated in the Contract or as specified otherwise in SCC.

15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

## **16. Payment**

16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is Pakistan Rupees (PKR) in case of DDP and in the case of LC, the payment will be made in foreign currency

## **17. Prices**

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

## **18. Change Orders**

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

**19. Contract Amendments**

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

**20. Assignment**

20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

**21. Sub-contracts**

21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provisions of GCC Clause 20.

**22. Delays in the Supplier's Performance**

22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay,



its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

**23. Liquidated Damages**

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

**24. Termination for Default**

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
- (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.
- (d)

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force  
Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of “Force Majeure”.

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning “Force Majeure” may be decided through means given herein below.

**26. Termination  
for Insolvency**

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

**27. Termination  
for Convenience**

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Resolution of Disputes**

28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

**29. Governing Language**

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

**31. Notices**

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

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

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RETRACTOR).

- 32. Taxes and Duties** 32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be
- 33. Price Reasonability** The successful bidder(s) shall provide the price reasonability certificate to the effect that the rates quoted are reasonable in accordance with the market. If it is found at any stage, the quoted rates are higher than the market ones or the item(s) have been provided to any other Institute/Department etc. at less rates than the quoted ones. The firm undertakes to refund the difference amount to the purchaser on demand

*Muhammad Faisal Gill*  
Muhammad Faisal Gill  
Associate Manager Supply Chain  
PKU Use Only

*Dr. Hafiz Umar Farooq*  
Dr. Hafiz Umar Farooq  
Manager Supply Chain  
Associate Manager Supply Chain  
PKU Use Only

## **Section-VI. Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g) The Procuring Agency is: PKLI&RC, Lahore.

GCC 1.1 (h) The Procuring Agency's country is: Pakistan

GCC 1.1 (i) The Supplier is: M/s

### **2. Country of Origin (GCC Clause 3)**

As specified in tender documents.

### **3. Performance Guarantee (GCC Clause 7)**

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as percentage of the Contract Price, shall be as prescribed in BDS.

GCC 7.4—the Performance Guarantee shall be retained to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2

The Performance Guarantee will be discharged after successful installation, commissioning, servicing and completion of standard warranty period. A clearance letter/NOC will be issued as per the policy of PKLI&RC.

### **4. Inspections and Tests (GCC Clause 8)**

GCC 8.6 Inspection at the time of delivery by the committee notified by the PKLI&RC.

### **5. Packing (GCC Clause 9)**

The goods shall comply with the following packing instructions in addition to GCC Clause 9.

5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the

remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

## **6. Trans - Shipment**

Trans-shipment is not allowed (In case of no direct flight from the shipping country to the destination, this may be reviewed by the procuring agency on a case-to-case basis).

## **7. Delivery and Documents (GCC Clause 10)**

GCC 10.3 Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall provide the following documents to the Procuring Agency:

### **7.1 In Case of Letter of Credit (LC):**

- i. Draft LC
- ii. copies of the Supplier's invoice showing Goods' description, Qty, unit price, and total amount.
- iii. original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- iv. Original and two copies of the packing list identifying contents of each package;
- v. Insurance certificate

### **7.2 In Case of DDP:**

- i. copies of the Supplier's invoice showing Goods' description, Qty, unit price, and total amount.
- ii. Inspection report
- iii. Delivery Challan

### **7.3 Following Documents will be submitted at the time of Installation for**

- i. Operational Manuals of Medical Equipment
- ii. Service Manuals indicating step by step service/ maintenance protocols of each of the equipment
- iii. Periodic Preventive Maintenance schedules with recommended list of parts/ kits to be replaced during PPM.
- iv. Any other requirement by the procuring agency

## 8. Insurance

**(GCC Clause 11)** GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is sellers responsibility they may arrange appropriate coverage.

Insurance of Goods and other materials from factory to site shall include all insurance costs covering the responsibility of all losses or damages, while loading, unloading, storing, trimming on the carrier and transporting to site up to the installation, testing & commissioning of the medical equipment.

Checking and verifying consignments, issuance of receiving reports and damage reports (when applicable) shall be the Contractor's responsibility. The cost of insurance shall be quoted on the basis of insurance through National Insurance Company (NIC) of Pakistan or any other insurance company operating in Pakistan acceptable to the Procuring Agency

## 9. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

- a) The Supplier shall be required to provide all the incidental service charges and the cost of such incidental services include in total Contract price.
- b) The Procuring Agency will not pay any extra amount against any expenditure incurred on it, as the Contract shall be construed as fixed amount Contract and includes all costs.
- c) The Procuring Agency will provide all the necessary documentation for facilitation but no amount to be given in any case except the Contracted amount.
- d) All Custom Duties, if any, Octroi, Clearing Charges, Transportation etc. will be borne by the Contracting firm. However, Procuring Agency will provide all necessary documents for facilitation but no amount to be given in any case except the Contracted amount

## 10. Spare Parts (GCC Clause 14)

GCC 14.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as



possible, but in any case, within six (6) months of placing the order and opening the letter of credit.

#### **11. Warranty (GCC Clause 15)**

The firm shall provide a comprehensive standard warranty with parts for the period of Three (03) Years for each item. The Firm shall be bound to maintain the quoted equipment during all warranty period free of cost” including spare parts, Batteries, Sensors, labour, or any other type of required service. The procuring agency may increase or decrease the span of the warranty period as per their institutional requirement. The custom clearance of all the spare parts during / after warranty will be the responsibility of the supplier. Free of cost Planned / Period Preventive Maintenance (PPM) of the equipment during warranty period will be done after every three (03) months or as per the Manufacturer’s recommendations, whichever is earliest. The Firm shall replace Annual Maintenance Kits during warranty Period as per the Manufacturer’s recommendations. Comprehensive Warranty includes preventive maintenance, testing & calibration as per technical /service /operational manual, spare parts, consumable and labor, under warranty period of 03 years for complete equipment. All software updates should be provided free of cost. The supplier shall keep a sufficient stock of spare parts required during warranty Period. In case the spare parts are required to be imported, it would be responsibility of the supplier

#### **12. Payment (GCC Clause 16)**

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

- a) In the case of imported goods/CIF basis; the payment will be made 100% via establishing the LC in favor of manufacturer/beneficiary at sight and receiving shipping documents/ Bill of lading, Insurance, Inspection certificate of the manufacturer, Country of origin, compliance of international standards of quality as per INCOTERMS of latest version. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency. The procuring agency may define its own financial values for the establishment of LC, in case of any special.
- b) The amount of Letter of Credit shall be paid to beneficiary/Manufacturer on production of the following non-negotiable documents.
  - i. Draft.
  - ii. Three original and two copies of the Supplier's Invoice showing purchaser as Dean PKLI&RC, Government of Punjab, Pakistan, the Contract No., Goods description, Qty, unit price and total amount. The invoice must be signed in the original stamped or sealed with company stamp or seal.

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- iii. Four Copies of packing list identifying content of each package.
- iv. One original and two copies of the negotiable, clean, on board through bill of lading marked “freight prepaid” and showing purchaser as Dean PKLI&RC.
- v. Copy of insurance certificate showing purchaser as the beneficiary.
- vi. The original of the manufacturer’s warranty certificate covering all items supplied
- vii. One original copy of the Supplier’s Certificate of origin covering all items supplied.
- viii. Test/ Inspection Certificate of manufacturers.
- ix. Compliance Report of Internal Quality Standards.
- x. Product model, serial numbers.
- xi. Manufacturer's Guarantee Certificate to the effect that
  - a) The goods supplied by them are strictly in conformity with the specifications stipulated in the contract.
  - b) The goods have been packed and marked suitable for transport by Sea, Rail, Road and Air in terms of the contract.
  - c) The stores supplied by them are brand new and absolutely free from any material or manufacturing defects.
  - d) Manufacturer's test certificate in respect of each consignment
- c) Bifurcation of payment through LC is as follow, 80% payment will be released delivery at sight and as per INCOTERMS. Whereas the remaining 20% will be released after installation, commissioning and satisfactory report from End user/Bio Medical Department. The payment will be made in the following manner through a letter of credit to be opened by the Procuring Agency
- d) In the case of DDP; the payment will be made 100% after presentation of the delivery/ Installation/commissioning/completion report of the equipment and all other works described in the Contract. Unless otherwise part payment, part delivery mentioned in the specifications

### 13. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed and shall not be adjusted.

#### 14. Liquidated Damages (GCC Clause 23)

GCC 23.1— Applicable rate: **0.1% of the contract value per day** after the period specified in the schedule of requirement

**Maximum deduction: 10%**

#### 15. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

- i. As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.
- ii. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. The arbitrator will be appointed with the mutual consent of both the parties. The decisions of the Arbitrator shall be final and binding on the Parties.

#### 16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be **English**.

#### 17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan)

#### 18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes: PKLI&RC, Lahore.

Supplier's address for notice purposes: will be inserted at time of contract.

#### 19. Execution of Warranty

- i. A Logbook for the medical equipment which needs regular after sales services (To be specified by the Procuring Agency) shall be maintained by the Supplier Service Engineer in consultation with the End User / Head of the Department and Biomedical Engineer. This will include a copy of the Purchase Order, Name of the Equipment, Preventive Maintenance Schedule, Replacement of Spare Parts and Consumables / Disposables detail, Down Time etc.

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- ii. The warranty will start from the date of acceptance of equipment (properly installed and inspected by the committee, as per contracted specifications) and handing over of related documents mentioned in GCC and will last for its warranty period at 95% uptime.
- iii. The maintenance will be the responsibility of the manufacturer / their agent. An annual optimal uptime of 95% is considered as acceptable level of performance.
- iv. Software and hardware upgrading of the computing system should be carried out as available during warranty period as recommended by the manufacturer.
- v. Manufacturer / Supplier shall be responsible for rectifying with all possible speed at their own expense any defect or fault in the system which may develop at any time during installation and commissioning period.
- vi. Manufacturers will guarantee the availability of spare parts, disposables / consumables and accessories for the system for ten years.
- vii. Uptime shall be defined as the time available to the user for doing procedures/ data acquisition and processing during working hours throughout the year.
- viii. Manufacturer / Supplier shall check system performance during and after every 3 months. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.
- ix. If the uptime percentage for the measurement period (3-months) falls short of 95%, the following formula will be applied to determine additional days in the warranty / service contract period

A	100%-95%	No Penalty
B	95%-90%	The warranty period will be extended by 2.0 times the number of days as extra down time.
C	90%-80%	The warranty period will be extended by 3.0 times the number of days as extra down time
D	Below 80%	The warranty period will be extended by 4.0 times the number of days as extra down time

- x. Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.
- xi. The firm will be bound to make arrangements for the availability of qualified technical staff in hospital / site for prompt execution/coordination of after sale services.

- xii. Down time will start when the End User / HOD / Staff In-Charge / Biomedical Engineering Department notifies the designated service facility verbally or in writing to qualified technical staff of the firm stationed in the Hospital or to its office.
- xiii. Downtime will end once the repairs have been affected, and the system is again available for clinical use.
- xiv. The firm will be bound to inform about equipment functionality status once troubleshoot and will submit the service report in Biomedical Engineering Department as proof of service / repair done in response of service / repair call. The Service Report shall be duly signed and stamped by the equipment End User of the Department concerned.
- xv. The firm will provide the recommended preventive maintenance schedule for each piece of the equipment at the time of delivery.
- xvi. The firm will be bound to execute the installation/ maintenance according to the installation/ service protocol and will replace the components/ kits recommended by the manufacturers for installation and Periodic Preventive maintenance.
- xvii. The scheduled preventive maintenance shall be in accordance with Service Protocol recommended/ advised by the manufacturer.
- xviii. Remote service via modem shall be preferred if provided by the manufacturer to pick-up early faults at no cost to the hospital for the high-tech equipment.
- xix. The manufacturer / supplier will be responsible for preventive maintenance of equipment as per manufacturers' Service Manuals and shall keep a check for electrical / magnetic / temperature and humidity conditions. Such checks should be made monthly, and records should be maintained in the equipment logbook of the hospital

## 20. Training

- i. The Supplier shall provide necessary trainings to hospital staff including doctors, biomedical engineers, technicians, and paramedical staff. Moreover, the supplier shall arrange hands-on training of biomedical engineers pertaining to repair/maintenance and troubleshooting, as per modules of manufacturer and shall also provide complete details of the quoted model including but not less than service manual, circuit diagrams, source codes etc.
- ii. Local Training of Hospital Doctors, Bio-Medical Engineer and Technicians from factory trained Application Specialist & Engineer for at least a period of one month.

- iii. The company is bound to arrange foreign training of doctor within 3 months after signing of contract (if required).
- iv. Quarter yearly visits of application specialist with the last visit after commissioning of machine (Each visit of one-week duration or more as required)

## **20. General**

- i. The imported goods shall be from USA, Europe, U.K or Japanese firms; unless otherwise any other country of manufacturer is mentioned in specifications, however their delivery/provision may vary according to geographical location of their factories as per prevailing laws of Pakistan.
- ii. The fee for all necessary licenses required to install and operate the equipment shall be borne by the Supplier and Procuring agency will facilitate through documents only.
- iii. The Bank Guarantee will be discharged after successful installation, commissioning, servicing and completion of warranty period (or for any other period mentioned in the specifications). A clearance letter/NOC will be issued by PKLI&RC.
- iv. The supplier will arrange the clearance of the consignment on behalf of procuring agency and will deliver the same to the delivery place specified by the procuring agency on prepaid freight basis. All clearance charges will be borne by the supplier. The procuring agency will provide the related documents at any stage for custom clearance purposes.
- v. The Supplier shall be deemed to have obtained all the information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion, Octroi, licensing fee and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices mentioned in the Priced BOQ and the Procuring Agency will not pay any amount over this contracted amount whether in case of CIF or free delivery consignments.
- vi. Certificate from the manufacturer that they will provide after-sales services through its agent and in case of change of its agent, it will provide the services itself or newly appointed Sole agent/ Sole distributor.
- vii. The Supplier shall arrange the necessary arrangements for training of hospital staff including doctors, technician, paramedical staff and biomedical engineers. The supplier shall provide factory training of quoted medical equipment to the hospital biomedical engineer and clinical training to the doctors, if specifically demanded in the advertised specifications/ tender.
- viii. For smooth functioning and management of medical and other equipment, it is mandatory for the bidders to provide sufficient technical training for high-tech

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equipment for the biomedical engineers and allied staff from factory trained experienced engineers at the concerned institute.

*Muhammad Faisal Gill*  
Muhammad Faisal Gill  
Associate Manager Supply Chain  
PKU Use Only

*Dr. Hafiz Umar Farooq*  
Dr. Hafiz Umar Farooq  
Manager Supply Chain  
Head Procurement & Logistics  
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## Section-VII. Schedule of Requirements

### 7.1 Schedule of Requirements

The supplies shall be delivered in accordance with the terms & conditions of the contract as per the following schedule of requirements on a CIF basis: -

**Respective Consignee's End:**

**PKLI&RC, Lahore.**

MODE OF PENALTY	DELIVERY OF 100% QTY AS PER PURCHASE ORDER
Without Recovery of Late Delivery Charges	90 days or earlier from Date of Establishment of LC
With Recovery of Late Delivery Charges @ 0.1 % per day	After 90 days
Maximum Rate of Late Delivery Charges	Maximum limit of Late Delivery Charges is as prescribed in BDS (The delivery period will start from the date of opening of Letter of Credit (in case of CIF mode) to the final delivery of goods at the Consignee's end. Before establishment of LC, a draft of LC Will be shared with the supplier to avoid any discrepancy at later stage)
	After expiry of prescribed delivery period, Once the maximum limit, specified in SCC Clause 14, is reached, the procuring agency may proceed for termination of contract and legal proceedings under PPR-2014.

### 7.2 Items Detail

Lot No. 1		
Omni Track		
Sr. No	Required Details & Specifications	Required Qty
1	Omni-Tract Sterile Field POST or Equivalent	2
2	Support Arm or Equivalent	2
3	Standard Wishbone Frame Arm or Equivalent	4
4	Small Wish Bone Frame Arm or Equivalent	4

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5	Snap Clamp or Equivalent	10
6	Hinged Extension Arm or Equivalent	2
7	Mayo Swivel Retractor or Equivalent	2
8	Retractors or Equivalent	4
9	Fence Swivel Retractor or Equivalent	2
10	Deaver Swival Retractor or Equivalent	2
11	Deaver Swival Retractor or Equivalent	2
12	Malleable Slotted Swival Retractor or Equivalent	2
13	Malleable Slotted Swival Retractor or Equivalent	2
14	Marshall bladder Malleable Retractor or Equivalent	2
15	Harington Sweatheart Retractor or Equivalent	2
16	Harington Sweatheart Retractor or Equivalent	2
17	Splanchnic Swival Retractor or Equivalent	2
18	Fast System Small Wisbone Frame or Equivalent	2
19	Omni Flex Extension Arm or Equivalent	2
20	Standard Crossbar or Equivalent	2
21	Flex Clamp Holder or Equivalent	2
22	Deaver Retractor or Equivalent	2
23	Deaver Retractor or Equivalent	2
24	Posterioe Swival Retractor or Equivalent	2
25	Posterioe Swival Retractor or Equivalent	2
26	Renal Vein Swival Retractor or Equivalent	2
27	Renal Vein Swival Retractor or Equivalent	2
28	Renal Vein Swival Retractor or Equivalent	2
29	Pan Cover Set (Complete Box) or Equivalent	2
30	Deaver Retractor, 23/4" x 8" (7cm x 20.3cm) or Equivalent	1
31	Fence Swivel Retractor, 4" x 8" (10.2cm x 20.3cm) or Equivalent	1
32	Malleable Swivel Retractor, 2" x 8" (5cm x 20.3cm) or Equivalent	1
33	Malleable Swivel Retractor, 3" x 8" (7.6cm x 20.3cm) or Equivalent	1
34	Malleable Swivel Retractor, 4" x 8" (10.2cm x 20.3cm) or Equivalent	1
35	Mayo Swivel Retractor, 31/2" x 23/4" (8.9cm x 7cm) or Equivalent	4
36	Renal Vein Swivel Retractor, 1" x 8" (2.5cm x 20.3cm) or Equivalent	2
37	Splanchnic Retractor, 2" x 8" (5cm x 20.3cm) or Equivalent	2
38	Omni-Clamp Sterile Field Post, Double Coupler, 24.3" or Equivalent	2
39	Standard Cross Bar or Equivalent	1
40	Hinged Cross Bar or Equivalent	1
41	Snap Clamp Blade Holder or Equivalent	7
42	Angled Side Arm, 8" x 18" or Equivalent	2
43	Doherty-Harrington Retractor Blade or Equivalent	1
44	Sternal Retractor, 3" x 3" or Equivalent	2
45	Mayo Swivel Retractor, 3-1/2" x 2-3/4" or Equivalent	2
46	Blade Holder with 3626 Knob, 9" or Equivalent	1
47	Malleable Swivel Retractor, 2" x 6-1/2" or Equivalent	1
48	Malleable Swivel Retractor, 3" x 6-1/2" or Equivalent	1

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Lot No. 2		
BOOK WALTER (RING RETRACTOR)		
1	Elite III w/ 1 Cam Joint 16" or Equivalent	3
2	RT Articulating Horizontal Bar 18 1/2" or Equivalent	3
3	Horizontal Bar 14 1/4" or Equivalent	3
4	Round Ring Md Half 10 1/2" or Equivalent	6
5	Straight Segment 8" or Equivalent	6
6	Oval Ring Md 10 1/2x14 1/2" or Equivalent	3
7	Instrument Case 24 X 16 X 3" or Equivalent	3
8	Ratchet or Equivalent	6
9	Angling Ratchet or Equivalent	18
10	Harrington 64x152mm or Equivalent	3
11	Balfour 83X73mm or Equivalent	3
12	Richardson 51x76mm or Equivalent	6
13	Richardson 51x38mm or Equivalent	6
14	Richardson 51x102mm or Equivalent	6
15	Richardson 51x127mm or Equivalent	3
16	Richardson 51x152mm or Equivalent	3
17	Malleable 38x152mm or Equivalent	3
18	Malleable 51x165mm or Equivalent	3

## Section-VIII: Sample Forms

### 8.1 Bid Form

Date: \_\_\_\_\_

To:

Respected Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount], [Bid Amount in words] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements, we shall obtain an unconditional guarantee of a bank in the sum of \_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of [number] days from the date fixed for bid opening under ITB Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and Address of Bidder  
(if none, state "none")."

Amount and Currency

Dated this day of 2025

Signature

(in the capacity of)

Duly authorized to sign bid for and on behalf of

Attachment

## 8.2. Manufacturer's Authorization Form

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

---

*[Signature for and on behalf of Manufacturer]*

*Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.*

### 8.3. Bidder Profile Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

Sr.#	Particulars
1.	Name of the company:
2.	<b>Registered Office:</b>
Address:	
Office Telephone Number:	
Fax Number:	
3.	<b>Contact Person:</b>
Name:	
Personal Telephone Number:	
Email Address:	
4.	<b>Local office if any:</b>
Address:	
Office Telephone Number:	
Fax Number:	
5.	<b>Registration Details:</b>

*Faisal*  
Muhammad Faisal Gill  
Associate Manager Supply Chain  
PKU Use Only

*Dr. Hafiz Umar Farooq*  
Manager, Supply Chain  
Associate Manager Supply Chain  
PKU Use Only

### 8.4. General Information Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

	<b>Particulars</b>			
<b>Company Name</b>				
<b>Abbreviated Name</b>				
<b>National Tax No.</b>			<b>Sales Tax Registration No</b>	
<b>PRA Tax No.</b>				
<b>No. of Employees</b>			<b>Company's Date of Formation</b>	

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

<b>Registered Office Address</b>		<b>State/Province</b>	
<b>City/Town</b>		<b>Postal Code</b>	
<b>Phone</b>		<b>Fax</b>	
<b>Email Address</b>		<b>Website Address</b>	

*Muhammad Faisal Gill*  
Muhammad Faisal Gill  
Associate Manager Supply Chain  
PKLI Use Only

*Dr. Hafiz Umar Farooq*  
Dr. Hafiz Umar Farooq  
Manager Supply Chain  
Associate Manager Supply Chain  
PKLI Use Only



## 8.5. Affidavit

*[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_  
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*.

The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the Procuring Agency and / or by the PPRA Punjab Regulatory Authority for all procuring agencies.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) \*\*\*\*\*omitted\*\*\*\*\*

*[Name of the Contractor/ Bidder/ Supplier]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

*[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable). However, for a standard procurement/contract, contents of a generalized this Form may be as provided above.]*

### 8.6. Performance Guarantee Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

**To,**  
*[name and address of the Procuring Agency]*

**WHEREAS** (Name \_\_\_\_\_ of \_\_\_\_\_ the Contractor/ \_\_\_\_\_ Supplier) hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE **"PROVISION OF \_\_\_\_\_"** procurement of the following:

1. *[Please insert details]*.

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor a Guarantee;

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of \_\_\_\_\_ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or \_\_\_\_\_ [insert number of days] after the rectification of the Defects, whichever is later.

#### [NAME OF GUARANTOR]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

### 8.7. Technical Bid Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with  
Technical Bid]*

Sr. No.	Company Name	Technical Specifications	Technical Specifications met or not met	Evaluators Signature	Quantity	Make & Model	Country of Origin

**Stamp & Signature of Bidder** \_\_\_\_\_

*Muhammad Faisal Gill*  
Muhammad Faisal Gill  
Associate Manager Supply Chain  
PKU Use Only

*Dr. Hafiz Umar Farooq*  
Dr. Hafiz Umar Farooq  
Manager Supply Chain  
Associate Manager Supply Chain  
PKU Use Only

## 8.8. Contract Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called “the Procuring Agency”) on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements.
  - (c) Technical Specifications.
  - (d) the General Conditions of Contract.
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring Agency’s Notification of Award.
  - (g) Contract agreement
  - (h) Complete Bidding document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

## 8.9. Financial Bid Form/Price Schedule

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Sr. No.	Item name	Specifications/ dimensions	Country of Origin	Brand name, make & model	Unit price (Exclusive of GST)	Quantity	Total price (Exclusive of GST)	Total price (in words)
Total price in figures								
Total price in words								

### Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. *(Please refer ITB clause 2.5.6).*

In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.

**Stamp & Signature of Bidder** \_\_\_\_\_

## 8.10. Bid Security Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

*[Signature of the bank]* \_\_\_\_\_

## 8.11. Bid Evaluation Sheet

<b>Part -1</b> <b>Knock Down Criteria (Vendor Evaluation)</b>		
<b>Sr. No.</b>	<b>Evaluation Parameter</b>	<b>Remarks</b>
1	NTN & GST (Valid & Active)	Mandatory
2	Manufacturing certificate / Valid Sole Agent Certificate from the manufacturer	Mandatory
3	Bid Security @ 2% of the estimated cost in the form of Bank Guarantee/ Demand Draft/ CDR/ Pay order in the name of PKLI&RC.	Mandatory
4	The Quoted items must bear FDA510(k) for USA, CE MDD/MDR of (European Nando notified bodies) for UK & Europe, Jp MHLW for Japanese manufacturers.	Mandatory
5	Affidavit on stamp paper of Rs. 100 from Bidder that <ul style="list-style-type: none"> <li>a) The bidder is not blacklisted by the procuring agency and /or by the PPRA Punjab Procurement Regulatory Authority for all procuring agencies.</li> <li>b) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be blacklisted as per Rules / Laws.</li> <li>c) Affidavit for correctness of information.</li> <li>d) the bidder shall comply the all the terms &amp; conditions of the contract &amp; bidding documents.</li> <li>e) the quoted prices are not more than market price / price offered to any other institute.</li> <li>f) The quoted products are the latest by the manufacturer.</li> </ul>	Mandator
6	Up to date Certificate from the manufacturer that the after sales services / backup services shall be provided jointly with the local sole agent and in case of change of local agent, they will provide the after sales services themselves or through newly appointed agent for the period mentioned from the date of commissioning	Mandatory
7	The Company must have	Mandatory



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	<p>a) an establishment experience of more than 10 years. (Attache SECP Registration for Companies or NTN registration for others)</p> <p>b) Working experience of more than 5 years for the supplies of similar nature products as advertised. (Attache purchase orders of any Government &amp; renowned private institute / teaching hospital of Pakistan.)</p>	
8	The Bidder shall submit at least 3 satisfactory reports (verifiable) of quoted product to any Government & renowned private institute / teaching hospital of Pakistan.	Mandatory
09	Participating firms / bidders must be registered with e-Pak Acquisition & Disposal System (EPADS).	Mandatory
<b>Part -II Product Parameters</b>		
Sr. No.	Evaluation Parameter	Remarks
1	Brand	
2	Model	
3	Country of Manufacturer	
4	Country of Origin of Product	
5	Physical Demonstration of the quoted equipment. (Online demonstration not accepted. However, installed site visit may be considered at the time of demonstration).	
6	Technical Specifications Compliance as per Section III (3.1) and submit the technical offer according to technical bid form 8.7.	Yes / No (Provide Reason)
<b>Technical Eligibility of Product</b>		<b>Eligible / Not Eligible</b>
<b>Overall Bid Status</b>		<b>Responsive / non-responsive</b>

## Section IX- Check List

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is an essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1	Valid NTN & GST.		
2	Valid sole Agency Agreement		
3	Broachers of the quoted items		
4	DRAP Registration certificate (If applicable)		
5	ISO/USA (FDA 510k) / CE(MDD/MDR) / Jp MHLW certificate as per tender		
8	Foreign Manufacturer Declaration Form (as per Form 8.2)		
9	Technical Bid Form (as per form 8.7 of Bidding documents) on letter head of the firm duly signed and stamped.		
10	Financial Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	Bid Security Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped		
12	Performance Guarantee Form (as per form 8.6 of Bidding documents)		
13	General Information Form (as per form 8.4 of Bidding documents)		
14	Affidavit (as per <b>form 8.5</b> ) on non-judicial Stamp Paper of Rs. 100/- (i) The firm is not currently blacklisted by the Procuring Agency. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. (iv) ****omitted*** Affidavit for correction of information Form (as per <b>form</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	i. Work order / supply order / purchase order of previous relevant experience.		

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RETRACTOR).

	ii. Company profile. Staff list along with location and address <i>[where applicable]</i> . iii. Bidders profile Form (as per <b>form</b> of Bidding documents) on letter head of the firm, duly signed and stamped.		
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**Stamp & Signature of Bidder** \_\_\_\_\_

*Muhammad Faisal Gill*  
Muhammad Faisal Gill  
Associate Manager Supply Chain  
PKU Use Only

*Dr. Hafiz Umar Farooq*  
Dr. Hafiz Umar Farooq  
Manager Supply Chain  
Associate Manager Supply Chain  
PKU Use Only