



**T R A N S P A R E N C Y
I N T E R N A T I O N A L - P A K I S T A N**

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3rd November, 2017

TL17/0311/7A

Secretary,
Excise, Taxation and Narcotics Control Department,
Government of Punjab,
Lahore.

Sub: Violation of Punjab Procurement Rules 2014, Complaint against Excise, Taxation and Narcotics Control Punjab on Tender Process in Procurement of Networking.

Dear Sir,

Transparency International Pakistan has received a complaint from M/s Outstart Tech against Excise, Taxation and Narcotics Control Punjab on tender process in "Procurement of Networking".

The complainant has alleged that;

1. A clause is mentioned in the bidding document in technical specification on Page no. 5, "The participants will have to submit samples of each item along with the proposal non-returnable. Failure to which firm will be disqualified".
2. This clause is restrictive as the sample costs Rs. 1 Lakh and is non-returnable if the firm is disqualified.
3. Several firms have been disqualified because they did not submit the samples with the bid documents.

TIP's observation is that it is a difficult and discriminatory clause and will restrict competition. It is a violation of Punjab Procurement Rules 2014, Rule No. 32. Stated as under;

32. Discriminatory and difficult conditions - Save as otherwise provided, no procuring agency shall introduce any condition, which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related.

Secretary, Excise, Taxation and Narcotics Control Department is requested to kindly examine the complaint and if the allegation is found correct direct the concerned department to modify the bidding document clause so healthy competition may take place.

Transparency International Pakistan is striving for across the board application of Rule of Law, which is the only way to stop corruption.

With Regards,


Sohail Muzaffar
Chairman

Copies forwarded for the information with request to take action under their mandate to:

1. Chief Minister, Government of Punjab, Lahore
2. Chairman, NAB, Lahore.
3. Chief Secretary, Government of Punjab, Lahore.
4. Registrar, Lahore High Court, Lahore.
5. Managing Director, Punjab PRA, Lahore.

GOVERNMENT OF THE PUNJAB
DIRECTORATE GENERAL,
EXCISE, TAXATION & NARCOTICS CONTROL PUNJAB

BIDDING DOCUMENT
PROCUREMENT OF NETWORKING

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

SEPTEMBER 2017

15. The firms are required to submit the Lot wise separate bids (both Technical & Financial).
16. 2% estimated price bid security of the tender must be furnished in the shape of Bank Draft or Pay Order in favor of Additional Director General/Competent Authority(Procurement), Excise, Taxation & Narcotics Control, Punjab. Lot wise bid security is given in following table:

Lot.No	ITEM	2% Bid Security (Rs.)
1	NETWORKING	298,520/-

17. Bidders are requested to quote their rates inclusive of all Taxes.
18. Delivery / installation details of items is mentioned in Schedule-A
19. Only GST registered Contractor / Firm should apply.
20. 3 Years on site parts and labor warranty is required for all the components / quoted equipment.
21. Maximum of 48 hours down time for all components including replacement of the whole unit anywhere in the province.
22. The bidders should clearly mention the Terms and Conditions of service agreements for the supplied equipment / Items after the expiry of initial warranty period.
23. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or Proposal.(Rule35(1))PPRA 2014.
24. Bidders must submit bids on Turnkey basis for whole LOT. Failure to meet this condition will cause disqualification of the bidder.
25. The Primary Contact for all correspondence in relation to this bid is as follows:

Project Director /Additional Director General/
 Competent Authority (Procurement)
 Excise, Taxation & Narcotics Control Department,
 Government of the Punjab
 847A, Shadman-I, Lahore
 042-99203567
 Email: adgent@punjab.gov.pk

4	PVC Flexible/hard Pipe 1" (10 Ft Length)	APA	
5	PVC Flexible/hard Pipe 2" (10 Ft Length)	APA	
6	Data Cabinet 4U having Exhaust Fan, Glass Door & Key	APA	
7	Data Cabinet 6U having Exhaust Fan, Glass Door & Key	APA	
8	UTP CAT6 Cable 4Pair	APA	
9	STP CAT6 Cable 4 Pair	APA	
10	Face Plate with Dual shutter and I/O	APA	
11	Back Box	APA	
12	UTP 24-Port Patch panel with I/O CAT6	APA	
13	1M UTP Patch Cord	APA	
14	3M UTP patch Cord	APA	
15	UTP/STP Cable Laying & Termination, Ducting, Cable punching Etc. Per Running Feet)	APA	
16	Installation, Configuration & Testing of Complete Network	APA	

Item No. 04 ELECTRIFICATION

1	Three Pin Imported Multiplug	APA	
2	Power Cable 2.5mm PRF	APA	
3	Power Cable 1.5mm PRF	APA	
4	Earthing digging with copper cable PRF	APA	
5	Back Box	APA	
6	Circuit Breaker with Panel	APA	
7	Installation and testing charges Per Nod	APA	
8	Cabling, ducting installation and testing charges PRF	APA	

NOTE:

- 1- 3 Year Parts and Labor warranty for all components on site
- 2- Maximum of 48 hours down time for all components including replacement of the whole unit anywhere in the province
- 3- The bidders should clearly mention Terms and Conditions of service agreements for the supplied hardware equipment after the expiry of initial warranty period
- 4- In case of International Warranties, the local authorized dealers should mention their service and warranty setup, details of qualified engineers, etc.
- 5- Please mention the country of origin / manufacturing / assembly of the quoted brand / model
6. All passive solution mentioned quantities are estimated and will be paid as per actual (APA) basis.
7. Provide exact type and quantity of Ducts to be installed for indoor cabling.
8. All electrification solution mentioned quantities are estimated and will be paid as per actual (APA) basis.
9. Installation of above active, passive equipment and electrification in all Punjab
10. The participants will have to submit samples of each item along with the proposal non-returnable. Failure to which firm will be disqualified.

4. OPENING AND EVALUATION OF BID

4.1 Opening of Bid

- 4.1.1 The bid shall be opened by the Purchaser/Client at **1400 Hrs on 20th October 2017** in the presence of the bidder's representatives at the office of the Competent Authority(Procurement), given below:

Office of the Additional Director General/
Competent Authority (Procurement)
Excise, Taxation & Narcotics Control Punjab
847-A, Shadman-I
Lahore

Total No of full time employees available for Support / Maintenance (Max Points 100) <i>(The bidder is required to provide the list with contact numbers)</i>	4 point for each employee(Max Points 100)	
Backup / Maintenance / Support availability in the Province Punjab (Max Points 100) <i>(Verified document required showing the list of districts)</i>	1 District	5 Points
	above 1 up to 4 District	10 Points
	above 4 up to 8 District	20 Points
	above 8 up to 12 District	30 Points
	above 12 up to 16 District	40 Points
	above 16 up to 20 District	50 Points
	above 20 up to 24 District	60 Points
	above 24 up to 28 District	70 Points
	above 28 up to 32 District	80 Points
	above 32 up to all Districts of the Punjab	100 Points
SLAs of same nature (Max Points 40) <i>(Documentary evidences are required)</i>	20 Points for each (40 Max)	
No of Similar nature Projects (1 million or above)(Max Points 80) <i>(Documentary evidences are required)</i>	20 for each Project (Max 80)	
No of Similar Projects with Government (1 million or above)(Max Points 80) <i>(Documentary evidences are required)</i>	20 for each Project (Max 80)	

4.2.2. Financial Evaluation

Financial bids of the successful bidders (Technically Qualified) will be opened publically and purchase order will be issued to the lowest bidder as per PPRA rules & regulations.

Financial bids of the technically disqualified proponents will be returned unopened.

5. BID FORM

To:

Additional Director General/
 Competent Authority (Procurement)
 Excise, Taxation & Narcotics Control Department Punjab,
 847-A, Shadman-I, Lahore
 Tel. No. 042-99202775-76

Dear Sir

Having examined the bidding documents the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to supply / install the item mentioned below in conformity with the specification in the bidding documents as per the following price.

Sr#	Item Name	QTY	Unit Price (PKR.) (inclusive of all taxes)	Total Price (PKR) (inclusive of all taxes)
1				
	Grand Total			

We understand that the purchaser / Competent Authority(Procurement) to award the Purchase Order for the procurement of above mentioned item to a single lowest bidder on the basis of consolidated bids. We undertake, if our bid is accepted, we will complete the Works in accordance with the Execution Schedule provided in the Schedule-A Special Stipulations to Bid.

If our Bid is accepted, we will provide the performance guarantee of 10 % of the total value of the purchase order. Our prices are inclusive of all applicable Government taxes from time to time and no revision shall be made on account of taxes during the contract period.

We understand that the process of procurement is governed by PP Rules 2014. However any additional conditions specified in the bidding document shall remain applicable.

Dated this-----day of -----2017

BIDDER**WITNESS**

Signature -----

Signature -----

Name-----

Name -----

Title:-----

Title-----

Address.-----

Address-----

7. PERFORMANCE SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender . _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____)

AND WHEREAS it has been stipulated in the Tender Document that the successful Tenderer shall furnish Performance Security, within fourteen working days of the receipt of the Acceptance Letter/PO from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, for a sum equivalent to 10% of the contract value, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee; THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

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

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until all Obligations have been fulfilled in accordance with the Contract, whichever is later. Date

this _____ day of 2017.

GUARANTOR

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____