



14<sup>th</sup> March, 2023

TL2023/1403/1A

Chairman,  
Water and Power Development Authority (WAPDA),  
WAPDA House, Sharah-e-Quaid-e-Azam,  
Lahore.

**Sub: Complaint against the Allegation of Violation on PPRA Rules 2004 by WAPDA in Tender No. SOS -51, For the Purchase and Supply of 03 Ton Forklifter for Warehouse Power Station Mangla.**

Dear Sir,

Transparency International Pakistan has received a complaint against the allegation of violation of PPRA Rules 2004 in Tender No. SOS-51 for the Purchase and Supply of 03 TON Forklifter for Warehouse Power Station Mangla from M/s Akber Ali & Sons (**Annex- A**)

The complainant has made the following allegations that;

1. WAPDA issued Tender No. SOS -51 for the Purchase and Supply of 03 Ton Forklifter for Warehouse Power Station Mangla.
2. M/s Akber Ali & Sons submitted the commercial offer on 24<sup>th</sup> May 2022 vide REF: 9615/ 2022/ AS-CI (**Annex- B**)
3. In its quotation, M/s Akber Ali & Sons did not commit to pay for any travelling, boarding or lodging charges of the technical team of WAPDA for on-site Pre-Delivery Inspection.
4. On 16<sup>th</sup> September 2022, WAPDA issued Notice of Acceptance (NOA) vide letter No: REM/ PS/ WH/ SOS/ 96-100 in violation of the Terms & Conditions of the bidder's (M/s Akber Ali & Sons) quotation.
5. Instead of obtaining the clarification from the bidder on the mandatory condition of Pre-Delivery Inspection and the responsibility to pay travelling, boarding or lodging charges of the technical team, WAPDA, on the contrary issued the Notice of Acceptance in which they made M/s Akber Ali & Sons responsible for bearing the cost of travelling, boarding and lodging of WAPDA's technical team.
6. M/s Akber Ali & Sons through Letter No: 9801/2022/AS-C1 dated 21.09.2022 informed WAPDA of inability to pay the cost for this inspection visit as it had not catered for the cost of the expenses of such a visit in its quoted price.
7. In response, WAPDA through its Letter No: REM/WH/131-32 dated 27.09.2022 unilaterally and without taking M/s Akber Ali & Sons's consent removed Clause No: 7.1: "Inspection & Rejection" pertaining to Pre-delivery Inspection from their NOA and issued Notice of Acceptance, which was deviating from the vital condition of complainant's quotation.

**Transparency International Pakistan's Comments & Recommendations:**


TI Pakistan has reviewed the allegations of the complaint and prima facie, the allegations seem correct.

TI Pakistan requests Chairman, WAPDA to examine the allegations in light of PPRA Rules 2004, and if found correct, the tendering process cannot be continued after the expiry of the bid security date and the procurement may be restarted.

TI Pakistan is striving for across the board application of **Rule of Law**, which is the only way to stop corruption and achieve zero tolerance against Corruption.



With Regards,

  
(Advocate Daniyal Muzaffar)  
Trustee/Legal Advisor  
Transparency International Pakistan

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

1. Prime Minister of Pakistan, PM House, Islamabad
2. Secretary, Ministry of Water Resources, Islamabad
3. Chairman Public Accounts Committee, National Assembly, Islamabad
4. Chairman, NAB, Islamabad
5. Chairman, Prime Minister Inspection Commission, PMIC, Islamabad
6. Registrar Supreme Court of Pakistan, Islamabad
7. MD, PPRA, Islamabad

**Note:**

This is to clarify that Transparency International Pakistan is not a complainant, it acts as a whistleblower and operate under Article 19-A, of the Constitution of Pakistan which gives the right to public to know how government is being run by public officers. Article 19-A makes the right to access of information pertaining to a public authority a fundamental right, Justice Syed Mansoor Ali Shah in his landmark judgment in case of Ataulah Malik v. Federation of Pakistan includes following order.

Right to information is another corrective tool which allows public access to the working and decision making of the public authorities. It opens the working of public administration to public scrutiny. This necessitates transparent and structured exercise of discretion by the public functionaries. Article 19-A empowers the civil society of this country to seek information from public institutions and hold them answerable. PLD 2010 Lahore 605.



# AKBER ALI & SONS

A Subsidiary of AkberAli YousufAli Group of Companies



AKBERALI YOUSUFALI  
GROUP OF COMPANIES



OUR REF: 10011/2023/AS-C3

OFFICE: KARACHI

DATE: 21.02.2023

THE RESIDENT ENGINEER,  
POWER STATION,  
MANGLA.

SOFT REMINDER  
DATED: 08.03.2023

**REF: TENDER NO: SOS-51 FOR THE PURCHASE OF 3 TON FORKLIFTER FOR WAREHOUSE**

**SUB: RESPONSE TO YOUR E-MAIL DT: 16.02.2023 AND YOUR LETTER NO: REM/PS/WH/278/79 DT: 16.11.2022**

Dear Sir,

We are in receipt your e-mail message dated: 16.2.2023 in which you have once again referred to your Letter No: REM/PS/WH/278/79 Dated: 16.11.2022. Sir this letter of yours was very sufficiently responded to by us through our Letter No: 9907/2022/AS-C1 Dated: 15.12.2022 (Copy enclosed for your ready reference)

Sir, in your above said letter you only referred to our Letter No: 9874/2022/AS-C3 Dated: 08.11.2022, while on the other hand you referred to your various letters from 23.09.2022 to 10.10.2022, but for reasons better known to you, you did not mention in your this letter the reference to our various other letters during the same period i.e. our Letter No: 9801/2022/AS-C1 Dated: 21.09.2022, our Letter No: 9809/2022/AS-C1 Dated: 26.09.2022, our Letter No: 9813/2022/AS-C1 Dated: 27.09.2022 and our Letter No: 9836/2022/AS-C1 Dated: 14.10.2022 (Copies of all these letters are being enclosed for your ready reference). In all our these letters, we have clearly communicated to you that since your Notice of Acceptance No: REM/PS/WH/SOS-51/96-100 Dated: 16.09.2022 was not in line with the terms and conditions of our Quotation No. 9615/2022/AS-C1 dated: 24.05.2022, it was unacceptable to us and we had clearly communicated to you through our Letter No: 9801/2022/AS-C1 Dated: 21-09-2022 that your Notice of Acceptance will only be acceptable to us if the contents of this letter are acceptable to you. In the same letter we had asked you to confirm your acceptability to us in writing before 25.09.2022 which was the date of expiry of our bid but unfortunately instead of discussing the contents of our above said letter you stated in your Letter No: REM/PS/WH/120-22 Dated: 23.09.2022 that since we have mentioned the requirement of pre-delivery inspection as mandatory in our Quotation therefore you took it for granted that the cost to be incurred for pre-delivery inspection at our premises in Karachi would be our liability while actually the price which we had quoted in our Quotation No. 9615/2022/AS-C1 dated: 24.05.2022 was on the condition that the Pre delivery inspection is MANDATORY at our site by the technical team of WAPDA and that we, Akber Ali & Sons will not be responsible in case of any deviation reported after delivery. Now, Sir, this condition was very clearly mentioned by us in our quotation and we had not at all offered to pay any travelling, boarding or lodging charges of the technical team of WAPDA for this Pre-Delivery Inspection (Copy of the specific page of our quotation is attached for your ready reference).

In this situation, if our this condition of pre delivery inspection was in any way not acceptable to your good self, then it was your responsibility to approach us for either removing this condition or for asking us to agree to pay the travelling, boarding or lodging charges of your technical team in Karachi and this should have been done before the issuance of Notice of Acceptance, but unfortunately, you chose to ignore

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**REGIONAL OFFICE KARACHI:**

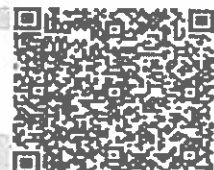
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this responsibility of your good office and rather on the contrary, you issued the Notice of Acceptance No: REM/PS/WH/SOS-51/96-100 dated: 16-9-2022 to us in which you made us responsible for bearing the cost of travelling, boarding and lodging of your technical team without taking prior consent from us.

Sir, in response to your Notice of Acceptance No: REM/PS/WH/SOS-51/96-100 Dated: 16-9-2022 when we through our Letter No: 9801/2022/AS-C1 Dated: 21.09.2022 expressed our inability to pay the cost for this inspection visit as we had not catered for the cost of the expenses of such a visit in our quoted price, you through your Letter No: REM/WH/131-32 Dated: 27.09.2022 unilaterally and without taking our consent removed Clause No: 7.1 "Inspection & Rejection" pertaining to Pre-delivery Inspection from your NOA. Thus, rendering your Notice of Acceptance as unacceptable to us since this condition of Pre-delivery Inspection was a very important part of our quotation and since your Notice of Acceptance was deviating from this vital condition of our quotation therefore, we cannot accept this Notice of Acceptance which is not inline with the terms and conditions of our Quotation No: 9615/2022/AS-C1 Dated 24-5-2022.

Another important point to consider is that it is also clearly mentioned in your Notice of Acceptance No: REM/PS/WH/SOS-51/96-100 Dated: 16-9-2022 that "WAPDA intends to make an agreement with your firm against your said offer for Procurement of 03 Ton Fork Lifter for Ware House Power Station Mangla at price mentioned below subject to your agreeing to and fulfilling the conditions stated hereunder". Sir since the conditions mentioned in your Notice of Acceptance were not acceptable to us because they were not inline with our quotation regarding which we had clearly communicated to you through our Letter No: 9801/2022/AS-C1 Dated: 21.09.2022, thus as per the contents of your own Letter of Acceptance, it had become invalidated and infructuous.

Keeping in view the above, it is evident that by design and with malafide intentions and ulterior motives you created circumstances and took such actions so as to make this Notice of Acceptance unacceptable to us as discussed by us in our various correspondences with you and therefore the total liability of non-finalization of this procurement process rests on your shoulders.

In view of the above you are now requested to immediately release our Earnest Money Pay Order which we had submitted along with our Quotation No: 9615/2022/AS-C1 Dated: 24-05-2022 against the above referred tender in the shape of Pay Order No: 09805112 Dated: 21-05-2022 for Rs. 110,000/- issued by Bank Al Habib Limited, Jodia Bazar, Karachi. at your earliest please.

Thanking you

Yours Sincerely,

For **AKBER ALI**



Encl: As above

Cc to: Federal Minister for Water Resources 6 Ataturk Ave, G-5/1 G-5, Islamabad  
Chairman WAPDA  
Member Power WAPDA  
G.M. Hydel WAPDA  
Director General FPRA  
✓ CEO Transparency International Pakistan



# AKBER ALI & SONS

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OUR REF: 9615/2022/AS-C1

OFFICE: KARACHI  
COMMERCIAL OFFER

DATE: 24.05.2022

THE RESIDENT ENGINEER  
WAPDA POWER STATION, MANGLA  
KPK - PAKISTAN

**REF.: TENDER NO. SOS-51 FOR PURCHASE OF 03 TON FORK LIFTER FOR WARE HOUSE**

**SUB: QUOTATION OF DIESEL OPERATED FORKLIFT TRUCK**

Dear Sir,

This is in reference to your enquiry regarding, we are pleased to submit our offer as under:

DESCRIPTION	DIESEL OPERATED FORKLIFT TRUCK 3 TON
MANUFACTURER	OPT-I: HYSTER DIESEL OPERATED FORKLIFT TRUCK MODEL NO.: H3.0UT OPT-II: MHE-DEMAG DIESEL OPERATED FORKLIFT TRUCK MODEL NO.: MFD430, MALAYSIA
QUANTITY	No. 01 (One) or your required quantity.
PAYMENT TERMS	Payment will be released upon successful delivery and issuance of Inspection Certificate by Employer as per WAPDA procedure.
DELIVERY SCHEDULE	In stock at the moment. However, we will deliver the Fork lifter as per mentioned delivery schedule in the tender document after the receipt of your confirmed order subject to prior sale. (Negotiable)
PRE-DELIVERY INSPECTION	MANDATORY at our Site by your TECHNICAL TEAM. AKBERALI & SONS will not be responsible in case of any Technical Deviations reported after Delivery.
VALIDITY	This offer is valid for 120 Days i.e., 25.09.2022 after which it will be subject to our final confirmation.
WARRANTY	24 months warranty from the date of delivery.
TAXES	Our price is Inclusive of 17% GST. if any new taxes are imposed by the government of Pakistan, then the same will be borne by the buyer.

We are enclosing herewith the Original Brochure of HYSTER DIESEL OPERATED FORKLIFT TRUCK MODEL NO.: H3.0UT & MHE-DEMAG DIESEL OPERATED FORKLIFT TRUCK MODEL NO.: MFD430, MALAYSIA, for your ready reference and record.

Yours Sincerely,

For **AKBER ALI & SONS**

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