



November 01, 2022

TIP2022/1101/1A

Chief Secretary,  
Government of Sindh,  
Sindh Secretariat,  
Karachi

**Subject: Complaint on the Allegation of Violation of SPPRA Rules 2010 in Tender for Rehabilitation and Renovation of Karachi Fish Harbor External Services Part- I Package-B (Electrical Works) ADP # 1678 Of 2022- 23, Estimated Cost of Rs. 700 Million Dated Aug 2022**

Dear Sir,

Transparency International Pakistan has received a complaint on the Allegation of Violation of SPPRA Rules 2010 in Tender for Rehabilitation and Renovation of Karachi Fish Harbor External Services Part- I Package- B (Electrical Works) ADP # 1678 Of 2022- 23 **Estimated Cost of Rs. 700 Million, Dated Aug 2022**

The complainant has made the following allegations;

That,

1. The tender 'Rehabilitation and Renovation of Karachi Fish Harbor External Services Part-I Package-B External Electrical Works Rehabilitation of FCS Sub-Station, CCTV System for Harbor & Control Room and Field Investigation (ADP1337 of 2021-22)' was first awarded on 23<sup>rd</sup> February 2021 (**Annex-A**)
2. The XEN PBD-II allegedly awarded the contract in violation of SPPRA Rules without with out following codal procedure and eliminating role of Consultant M/s NESPAK from process of procurement and supervision, at cost of Rs. 60M through work order # TC/ G-55/ W.O/PBD- II/7117 dated 23<sup>rd</sup> Feb 2021 to M/s Pakistan Civil & Electric Works (**Annex-B**).
3. M/s NESPAK Ltd had provided the bidding documents to W&S Department in Jan 2020. However, W&S Department did not utilize those documents and awarded the work after making changes unilaterally without taking the Consultant M/s NESPAK on board. Hence M/s NESPAK did not own the work and did not issue Notice to Commence to the Contractor. The major changes made in the documents are highlighted as under:
  - a. Performance Security to safe guard the interest of Client was kept as 10% in the shape of Bank Guarantee. Same was changed from 10% to 2% and **Bank Guarantee was replaced with Insurance Bond which is contrary to SPPRA Rules.**
  - b. As per clause 14.2, Mobilization Advance of 10% has to be provided to Contractor, however, W&S changed it with 75% plus 15%. **A total of 90% Advance payment has been made before execution of works in site.**



- c. Scope of work was decreased to 10% of total BOQ of Electric Works prepared by M/s NESPAK 90% work is not included. It would not be possible to execute work as per awarded scope.
4. On this issue, in the meeting held by the Secretary Livestock & Fisheries Department (user of project), on 23.11.2021 following action was taken.
- “Works & Services Department may look into cancellation of newly awarded package of Electric Works in view of serious observation raised by the consultant and re-tender as per provided documents of M/s NESPAK within 15 days’ time” **(Annex-B)**.
5. However, M/s Pakistan Civil & Electric Works were paid Rs.58 Million (through challan No. A12470) against the unexecuted electric items of the work and without certification from project consultant M/s NESPAK **(Annex-C)**.
6. On 7<sup>th</sup> July 2022, the same project “Rehabilitation and Renovation of Karachi Fish Harbor External Services Part- I Package- B (Electrical Works) ADP # 1678 Of 2022- 23 through NIT # TC/ G-55/ PBD –II/ 631” was re-tendered **(Annex-D)**.
7. During the opening of submitted technical proposals, on request of the participants, XEN (PBD II) showed the technical profile of each of the participants pertaining to the mandatory and eligibility criteria, which at that time confirm that the firm M/s Pakistan Civil & Electric Works has the shortfall of the mandatory eligibility requirements.
- (a) M/s Pakistan Civil & Electric Works possess only (01) one individual bases project of Rs. 700M or above which is not fulfilling restricted joint venture condition and the mandatory condition # g of NIT as well as condition # B (ii) of evaluation criteria stating “The firm must have Project of magnitude of Rs. 700 Million or above cost Government in hand (minimum 02 projects)”
- (b) M/s Pakistan Civil & Electric Works does not possesses any individual based general project of Rs.400M or above (each) which is also not fulfilling the condition B # (i) of evaluation criteria stating “The firm must have General Project of Rs. 400 million or above cost with Government in hand/ completed.”
- (c) M/s Pakistan Civil & Electric Works did not attach the bank statement showing closing balance of 10% of total estimated amount which is not fulfilling the mandatory condition # j of NIT.
8. The Executive Engineer Electrical/Energy Div II Vide Letter dated 24.10.2022, addressed to SE Prov. Building Circle, copied to Secretary Works, CE Building and PA to Minister W/S has also complained that the contract awarded to M/s Pakistan Civil & Electric Works is in violation of SPPRA Rules 2010. This is to state that M/s. Haji Syed Ameer & Brothers are the contractors and possesses the PEC license for Electrical works, of the Building costing Rs 500 million, in which these electrical works are to be executed **(Annex-E)**.
9. The Executive Engineer PBD II deliberately favored one firm by awarding highest score on ‘experience’ in the ‘Technical Evaluation’ on the **alleged experience certificate from a company which was closed in 2009 (Annex-F)**.



**Transparency International Pakistan Comments**

Transparency International Pakistan has reviewed the allegations of the complaint, and if the documents are genuine, prima facie the allegations seem to be correct.

**Transparency International Recommendations**

Transparency International Pakistan requests the Chief Secretary Sindh to review the complaint in light of the allegations of the complainant and SPPRA Rules 2010, and if the allegations are found correct, issue directives for the re-tender of the subject tender in accordance with the SPPRA Rules 2010.

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

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. CM Sindh, CM House, Karachi
2. Director General, NAB, Karachi
3. MD SPPRA, SPPRA, Karachi
4. Registrar, High Court of Sindh, Karachi

**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 Ataullah 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.

OFFICE OF THE EXECUTIVE ENGINEER,  
PROVINCIAL BUILDINGS DIVISION NO. II, KARACHI  
BARRACK NO. 18, BLOCK 4-A, SINDH SECRETARIAT SADDAR KARACHI.

No. T/C/O-55/W.O/PBD-II/7117

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Karachi dated: 23-02-2021.

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20497

M/S. Pakistan Civil & Electric Works  
308, 3<sup>rd</sup> Floor, Frere Road,  
Frere Business Center, Saddar, Karachi,  
Government Contractor,  
KARACHI.

**WORK ORDER:-**

Subject:-  
Reference:-

Rehabilitation & Renovation of Karachi Fish Harbor External Services (Part-I Package "B" External Electrical Works Rehabilitation of FCS Sub-Station, CCTV System for Harbor & Control Room and Field Investigation (ADP No: 1337 of 2021-22))

With reference to the estimate technically sanctioned by the competent authority, Chief Engineer Buildings Hyderabad's letter No: REHAB & RENOV. OF KARACHI (FISH HARBOR: T/IVD.S/4241 Dated: 05-01-2021) for an amount of Rs: 61,980,800 (M) and approval vide Chief Engineer Buildings Hyderabad's Letter No: CONTRACTING AS PER SPPRA RULE-16(B) (VIII) T/IVD.S/27392, dated: 07-01-2021 and Superintending Engineer, Provincial Buildings Circle Karachi's letter No: PHC/B&A/005 Dated: 07-01-2021, you are hereby directed to carry out the work as per estimate on the following terms & conditions:

1. The amount of Rs: 61980800.00 includes Schedule items, Non-Schedule Items and Rate analysis etc to the condition that no premium will be allowed/deducted on Non-Schedule Items/Rate analysis items/offer rates.
2. No separate payment for carriage of material shall be made. Premium quoted by the contractor cover the cost of carriage of Buildings material involved.
3. All material required for Construction shall be procured and brought at site by the Contractor at his own cost from approved source.
4. No payment of extra items shall be made unless written order is given by the Executive Engineer for execution of the extra items and approved by the competent authority.
5. Income Tax shall be deducted from the bill on the above value of work done and paid for as per latest orders of competent authority in this regard.
6. contractor.
7. 2% of the estimate is to be submitted by you which will be treated as "Performance security". Remaining 8% amount will be deducted from each running bill as security deposit.
8. The work should be executed strictly in accordance with the specifications and approved design and in conformity with the schedule of progress. In the event of your failure to comply with these conditions, you will be liable to pay compensation to the Government as per terms and condition of your contract agreement.
9. Payment will be made subject to availability of funds with this office.
10. The work is to be completed within 15 Months of this order.
11. The work will be started within 03 days under the supervision of Assistant Engineer, Provincial Buildings Sub-Division No. VIII, Karachi.

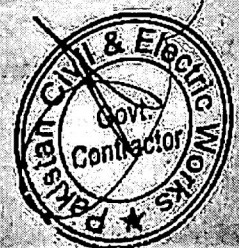
You are therefore requested to attend the office of the undersigned for signing of the agreement and submission of performance security i.e 2% of the estimate.

AS ABOVE:  
Copy of Estimate

(TANVEER AHMED KALWAR)  
EXECUTIVE ENGINEER,  
Provincial Buildings Division No. II,  
Karachi

1. Copy forwarded with compliments for favour of information to the Chief Engineer, Buildings Department Government of Sindh, Hyderabad.
2. Copy forwarded with compliments for favour of information to the Superintending Engineer, Provincial Buildings Circle, Karachi. He is directed to supervise the work.
3. Copy to the Assistant Engineer, Provincial Building Sub-Division No. VIII, Karachi. He is directed to supervise the work properly and make it sure that the work be completed in time.

EXECUTIVE ENGINEER,  
Provincial Buildings Division No. II,  
Karachi



GOVERNMENT OF SINDH  
LIVESTOCK AND FISHERIES  
DEPARTMENT



MINUTES OF MEETING HELD UNDER THE CHAIRMANSHIP OF SECRETARY TO  
GOVERNMENT OF SINDH, LIVESTOCK AND FISHERIES DEPARTMENT TO DISCUSS  
PROGRESS AND ISSUES OF ADP SCHEME NAMEDLY "REHABILITATION AND  
RENOVATION OF KARACHI FISH HARBOUR AUTHORITY - EXTERNAL SERVICES"  
HELD ON 03-11-2021.

(List of Participants attached)

The meeting started with the name of Allah almighty, the chair welcomed the participants and invited the participants to share the progress of scheme. Chief Engineer/ Project Engineer NESPAK made a presentation, wherein, it was conveyed that there are four packages of ADP scheme under discussion. The presentation and discussion comprised on following components:

Progress of Works

Package-A Civil works costing Rs.563.916 million commenced in February 2019, whereas remaining three packages are not started as yet. The Scope of works under Package-A is as under.

- i. Demolition
- ii. Water supply network system
- iii. Sewerage Network system
- iv. Firefighting Network system
- v. Ancillary buildings
- vi. External Electrical works
- vii. Main KFHA boundary wall
- viii. Pre Investigation of RO Plant
- ix. Roads works

Overall Physical progress is 56% against the financial progress 53%. The time for completion of Package was initially 15 months. So far 31 months have been elapsed, for which Extension in time has been granted by Executive Engineer W&S. He further added that the reasons for delay are many, but major issues are Pandemic, Release of funds and Contractor's planning and mobilization of resources. Additionally, on Client's part, delay in handing over the site for Boundary wall and some encroachments in Road area.

KPT Land Issue

Director Engineering KFHA informed that the site for Boundary Wall and Gate Houses cannot be handed over to the Contractor as the issue of Karachi Fish Harbour land has not yet been resolved with KPT. The Chair therefore, decided that the components of boundary wall and gate houses may be deleted from the Contractor's scope of work in order to avoid contract

(2)

claims for time and overheads. These items may be included in any of the remaining three packages. The chair also instructed MD KFHA to expedite resolution of issues with KPT.

#### Award of Electrical Package

On inquiring from Chair about award of Electrical Package, NESPAK told that as per agreement the bidding documents were provided in Jan 2020 to W&S Dept. However, W&S Department did not utilize those documents and awarded the work after making changes unilaterally without taking the Engineer- NESPAK on board. Hence NESPAK does not own the documents and did not issue Notice to Commence to the Contractor. The major changes made in the documents were highlighted as under:

- Performance Security to safe guard the interest of Client was kept as 10% in the shape of Bank Guarantee. Same was changed from 10% to 2% and Bank Guarantee was replaced with Insurance Bond which is contrary to SPPRA Rules.
- As per clause 14.2, Mobilization Advance of 10% has to be provided to Contractor, however, W&S changed it with 75% plus 15%. A total of 90% Advance payment has been made before execution of works in site.
- Scope of work was decreased to 10% of total BOQ of Electric Works prepared by NESPAK 90% work is not included. It would not be possible to execute work as per awarded scope.

Director Engineering KFHA agreed the view point of NESPAK and informed that there are irregularities in award of contract which may lead to serious consequences at later stage. He emphasized W&S to address concerns of NESPAK on priority.

The Chair asked W&S officials to clarify the concerns of NESPAK.

Superintendent Engineer and Executive Engineer W&S conveyed that they have awarded work after fulfilling all the codal formalities and approvals of Competent Authority who is Chief Engineer. However, they could not reply satisfactorily to the above referred changes made in the bidding documents. The chair showed dissatisfaction on the clarification of W&S officials.

#### Demobilization of NESPAK from Site

Chief Engineer NESPAK further informed the house that monthly remuneration of NESPAK against provision of uninterrupted services was not being paid by Client and so far around Rs.22.0 Million are outstanding. He tried his level best to resolve the issue with Client (W&S) by writing various letters and meetings but their payment has not been cleared. No option was left for the Management of NESPAK, but to take the decision of demobilization from Site w.e.f. November 01, 2021 till payment of all outstanding payment in order to save NESPAK from further loss.

On inquiring about the situation, SE W&S informed that he was not aware of the situation as XEN was sole authority to deal with the matter but now he has observed that the Agreement with NESPAK is on time based and not on lump sum basis. In current situation,

(14)

Department would not be able to continue Consultancy Agreement on same terms and conditions and same may be revised on percentage basis.

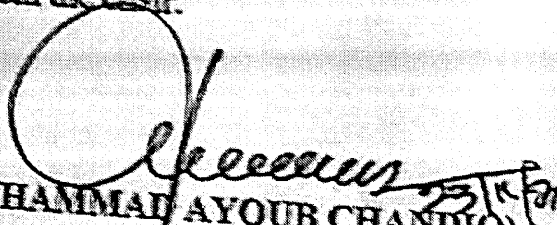
Contractor of the project Mr. Usman stated that progress of work is affected due to encroachment on site and delay in payment. He informed that payment is pending with Client and Consultant has been demobilized from site. They have a considerable work force and resources at site and are increasing huge liability on daily basis. He requested the forum to take efforts to get back the consultant so that the bills may be paid and Package A is completed at least.

The Superintendent Engineer requested to NESPAK not to demobilize from the site and allow them three month time to get all issue resolved. He further informed that the agreement of consultant is time bond which needs to be revisited.

After deliberations, following decisions were made:

1. Works and Services Department may look into cancellation of newly awarded package of Electrical works in view of serious observation raised by the consultant and retender as per provided documents of NESPAK within 15 days' time.
2. IN the event of consultant being demobilized any work done on site cannot be checked and verified hence W&S Department may stop the work on site till stockholders i.e. W&S Department, Consultant & KFHA sit together to sort out the issues arising out of NESPAK's demobilization.
3. The Boundary Wall and Gate Houses may be deleted from the Contractor's scope of work of package A, in order to avoid contractor's claims for time and overheads. These items should be included in any of the remaining three packages.
4. Contractor shall provide adequate Machinery and manpower to complete the project within time.
5. Contractor shall provide comprehensive work schedule / 15 days plan in advance to coordinate activities accordingly.
6. Next meeting with similar agenda will be conveyed within 20 days to check-out progress of the meeting.

Meeting ended with vote of thanks to and from the chair.

  
(MUHAMMAD AYOUB CHANDIO)  
SECTION OFFICER (DEV)

LIST OF PARTICIPANTS

Sl. No.	Name	Designation	Department
1	Mr. Aijaz Ahmed Mahesar	Secretary	Livestock & Fisheries Department
2	Dr. Mohan Lal	Additional Secretary (Tech)	Livestock & Fisheries Department
3	Mr. Ghulam Farooque Leghari	MD, KFHA	
4	Mr. Shameed Ahmed Memon	Director Engineering KFHA	Livestock & Fisheries Department
5	Mr. Aijaz Ahmed Shaikh	Chief Engineer	NESPAK
6	Mr. Shams-a-Zama	ER	NESPAK
7	Ashraf Butt	Superintendent Engineer	Works and Services Department
8	Tarveer Kalwar	Executive Engineer	Works and Services Department
9	Muhammad Saleh Memon	Senior Chief Development	Works and Services Department
10	Dr. Abdul Maman Khokhar	DIO, Sindh, Hyderabad	Livestock & Fisheries Department
11	Mr. Usman	Director	Contractor
12	A. Sattar	P.M M/S HSAB	Contractor



# Annex-C

<b>Year</b>	<b>Vendor No</b>	<b>Vendor Name</b>	<b>Cost Center</b>	<b>G/L</b>	<b>Amount</b>
2022	0030379740	PAKISTAN CIVIL & ELECTRIC WORK	KQ5145	A12470	58,064,000.00
2022	0030379740	PAKISTAN CIVIL & ELECTRIC WORK		G12714	-4,354,800.00
2022	0030379740	PAKISTAN CIVIL & ELECTRIC WORK		G10113	-4,645,120.00
					<b>49,064,080.00</b>

**OFFICE OF THE EXECUTIVE ENGINEER  
PROVINCIAL BUILDINGS DIVISION NO.II, KARACHI**

**BARRACK NO.18, BLOCK 4-A, SINDH SECRETARIAT SADDAR KARACHI PH:021-99204972**

No. TC/G-55/PBD-II/ 398

Karachi Dated: 7-7-2022

**NOTICE INVITING TENDER**

Procuring Agency invites sealed bids on bidding documents in Single stage two-envelope procedure from all the interested bidders under SPPRA rules 2010 (Amended 2019) for the following work.

Sr. No.	Name of work	PEC Category	Estimated Cost	Time allowed for completion	Cost of bidding documents
1.	Rehabilitation and Renovation of Karachi Fish Harbour External Services Part-I Package –“B” Electrical Works (ADP No.1678 of 2022-23).	C-2 or above	785.00 (M)	18-Months	3,000/-

**PROGRAMME FOR ISSUE / RECEIPT AND OPENING OF TENDERS**

Sr. #	Particular	1 <sup>st</sup> Attempt	2 <sup>nd</sup> Attempt (in case of Un-responded tender)
1.	Last date of receipt of application and issuance of tenders after publication of the NIT in newspaper (office hours any working day).	03-08-2022	22-08-2022
2.	Tender will be receipt at 03:00 P.M and open on the same day at 03:30 P.M.	04-08-2022	23-08-2022

**TERMS AND CONDITIONS:**

1. Contract documents and other terms and conditions can be seen and blank tenders can be issued or downloaded from the official website of SPPRA. The tenders fee amount to Rs.3000/- and the bid security 2% of bid amount in the shape of call deposit - Pay order Demand Draft from any scheduled bank of Pakistan in favor of the Executive Engineer, Provincial Building Division No. II, Karachi should be attached with the Bid / Tenders. Otherwise such tenders will not be entertained.
2. Tender must be submitted in sealed envelopes by hand or through registered mail, to:- the office of the Executive Engineer, Provincial Building Division No. II, Karachi, Barrack No.18, Block 4-A, Sindh Secretariat, Court Road, Karachi.
3. Bid Validity period 90 days.
4. The procurement authority reserves the right to reject any or all the tenders / bids as per SPPRA Rules 2010 (Amended 2019).
5. Undertaking on Stamp paper Rs.500 that firm is not involved in any kind of litigation or unnecessary delay in completion of any work in the Government and as well as in private organizations and there is no Black Listing of the Firm. (Mandatory).

**MANDATORY ELIGIBLTY CRITERIA:**

- a) The participating firm must have at least one project in hand of similar nature i.e MEP work worth Rs. 500M or more in government sector.(Mandatory)
- b) Turn-Over of at least 500M or above for the last three financial year with Audit Report & should be matched with FBR. (Mandatory).
- c) Registration with Income Tax, Sales Tax, Sindh Revenue Board SRB and Three year tax return must be attach(Mandatory).
- d) Registration with PEC Pakistan Engineering Council (Category C-2) in the relevant field of specialization of work and with specialization in CE10, EE04, EE05, EE06,ME-02,ME-03 & ME-06. Copy of valid PEC license to be attach (Mandatory)
- e) Bio data of Engineering and Technical staff working with the firm along with Attested CVs and their Income Tax Deduction showing employment with the firm (Last year) Electrical & Electronic Engineer employment along with same reflected in PEC License (Mandatory).
- f) The firm must have valid Electrical License from Electrical Inspectorate.(Mandatory).
- g) The Firm must be registered in K- Electric approved vendor list . Copy of valid K-Electric vendor ID must be attach (Mandatory).
- h) The firm shall not be involved in any sort of litigation / court case in any government / semi government or private sector (Mandatory)
- i) Certificate of Bank showing credit worthiness along with Bank Statement last 02 year. (Mandatory).
- j) Must have 10% Tender biding amount should be show in bank. (Mandatory).
- k) Method of Procurement: Single Stage Two-Envelope Procedure (must contain two separate sealed envelopes for “Technical Proposal” and “Financial Proposal” otherwise such tender will not be entertained).
- l) Financial Proposal will be opened for those firms only who qualify the mandatory requirements.
- m) Conditional tenders will summarily have rejected.
- n) Each page of the Bid Document & Profile of firm must be paginated, signed & stamped by Bidder.
- o) Any information regarding the project can be obtained from the office of the undersigned during office hours.
- p) In case, Government announce any public Holiday on Scheduled dates, the tender will be submitted & opened on the next working day, as per usual schedule in accordance with rule-41 (B) of SPPRA 2010 (Amended-2019).

**(AFTAB AHMED MALIK)**  
EXECUTIVE ENGINEER

Provincial Buildings Division No.II,  
Karachi

**OFFICE OF THE EXECUTIVE ENGINEER,  
ELECTRICAL / ENERGY DIVISION NO. II KARACHI  
SINDH SECRETARIAT, BLOCK 4-A, BARRACK NO. 18, COURT ROAD, KARACHI.**

No.DB/EED-II/2022-23/ 3042

Karachi Dated: 24/10/22

To,

The Superintending Engineer,  
Provincial Building Circle,  
Karachi,

**SUBJECT: IRREGULAR EXECUTION AND AWARD OF ELECTRICAL TENDERS**

This is with reference to your given directives through letter # PBD/EB/6227 dated: 23-06-2022 (Copy attached-A), it is pertinent to bring to your kind notice that despite of your given directives the Executive Engineer PBD-II has executed the tenders of electrical works irregularly from his own building division-II without my involvement and mutual technical consent just to favor a firm namely "M/s Pakistan Civil & Electrical Works" details are as given below:

1. The XEN Div-II has deliberately executed an electrical tender entitle "*REHABILITATION AND RENOVATION OF KARACHI FISH HARBOR EXTERNAL SERVICES PART-I PACKAGE - B (ELECTRICAL WORKS) ADP # 1678 OF 2022-23*" through NIT # TC/G-55/PBD-II/631 Dated: 15/08/2022 (Copy attached-B) with special conditions to favor the said firm. The tender was initially bring to the electrical / energy Div- II to forcefully initiating in a way just to favor and award the scheme to the said firm but I denied for such illegal exercise then the XEN PBD-II itself executed the said tender against your above refer directives and successfully awarded the tender to the said firm by qualifying this only single firm (copy of BER attached-C) , also the said tender was executed & finalized without involving the already hired consultant firm, M/s NESPAK Ltd.
2. The same scheme was once before awarded by the same XEN PBD-II to the same firm "M/s Pakistan Civil & Electrical Works" without fulfilling the codal formalities & by reducing the total estimated cost from 700M to 61.9M through work order # TC/G-55/PBD-II/7117 dated 23-02-2021 (copy attached-D), this manipulated award of work was later on challenged by the end user, Secretary Fisheries & Harbors as well as by the consultant, M/s NESPAK Ltd (copies attached-E) and as A result the manipulated awarded work was terminated in compulsion by the XEN PBD-II. The firm M/s Pakistan Civil & Electrical Works has challenged the contract termination in the Honourable Sindh High Court through suit # 2899/2021 (Copy attached-F) to get any undue claim. The XEN PBD-II again to favor this firm made the payment of Rs.58M (through challan #A12470) against the unexecuted electrical items of work without certifying the bill from the technical staff of electrical division-II as well as without disposal of the court case. The said scheme was also once retendered through NIT # TC/G-55/PBD-II/398 dated:07-07-2022 and was cancelled due to non-disposal of the court matter (Copy attached-G)
3. The same practice (as stated in para-01) of giving such deliberate favor to the same firm was also adopted by the XEN PBD-II in another tender of Sindh Secretariat building lifts (electrical work) which also very important to bring to your kind knowledge. The XEN PBD-II executed an electrical work tender through NIT # TC/G-55/230 dated: 17-06-2022 , the firm M/s Pakistan Civil & Electrical Works participated in the said tender though Joint Venture with a lift vendor namely ZIAFCO (Copies of joint venture participation is attached - H) as the firm PCEW itself not qualifying in the tender but the XEN PBD-II in collaboration with his favorite firm M/s Pakistan Civil & Electrical Works deliberately removed the joint venture tender participation from the BER and awarded the entire lift works to a single favorite firm, M/s Pakistan Civil & Electrical Works despite of its disqualification on individual basis. (Copies of work order attached-I).

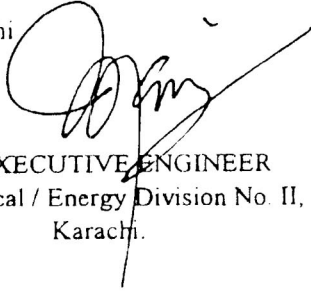
**OFFICE OF THE EXECUTIVE ENGINEER,  
ELECTRICAL / ENERGY DIVISION NO. II KARACHI**  
SINDH SECRETARIAT, BLOCK 4-A, BARRACK NO. 18, COURT ROAD, KARACHI.

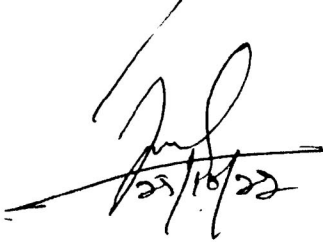
The XEN PBD-II is managing many tenders for his favorite firm, M/s Pakistan Civil & Electrical Works to gain undue favors from the firm. It is my request to you as well as the higher authorities to take serious administrative action to stop such manipulated illegal practices which is continuously causing losses to the government and public money.

(ABDUL WAHEED SHAIKH)  
EXECUTIVE ENGINEER  
Electrical / Energy Division No. II,  
Karachi.

Copy Forwarded for information to:

- The Secretary, Works & Services, Government of Sindh, Karachi
- The Chief Engineer, Building Department, Karachi.
- P.A to the Minister Works & Services, Government of Sindh, Karachi

  
EXECUTIVE ENGINEER  
Electrical / Energy Division No. II,  
Karachi.

  
22/10/22