



GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY



NO.AD (L-II)/SPPRA/CMS-1471/2020-21/3059

Karachi, dated the 1st March, 2021

To,

Executive Engineer,
Naseer Division / Khesano Mori,
HYDERABAD.

Subject: DECISION OF REVIEW COMMITTEE OF SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY.

The undersigned is directed to refer to the subject cited above and to enclose herewith a copy of the Authority's Review Committee decision M/s **Ameer Ali Chandio v/s Executive Engineer Naseer Division Khesano Mori Hyderabad**, held on 18.11.2020, for taking further necessary action in compliance of referred decision, under intimation to this Authority, at the earliest.


ASSISTANT DIRECTOR (LEGAL-II)

A copy is forwarded for information and necessary action to:

1. The P.S to Secretary to Government of Sindh, Irrigation & Power Department.
2. The Superintendent Engineer, Director Design, Irrigation Hyderabad.
3. Assistant director (I.T), SPPRA (with advice to post the decision on the Authority's website in terms of Rule-32(11) of SPP Rules, 2010)
4. The Staff Officer to the Chairman / Members Review Committee.
5. The Appellant.



GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT REGULATORY
AUTHORITY



No.AD(L-II)SPPRA/CMS- 1471 /2020-21

Karachi, dated the , February,2021

**BEFORE REVIEW COMMITTEE OF SINDH PUBLIC PROCUREMENT
REGULATORY AUTHORITY UNDER RULE-32 OF SPP RULES 2010.**

REVIEW APPEAL

M/s. Ameer Ali Chandio

vs.

XEN Rohri Canal Khesana Mori Hyderabad23-Irrigation & Power Department

NIT ID Number 01553-19-0003 Dated: 04-06-2020

Facts and background

The appellant, M/S Ameer All Chandio, Government Contractor Hyderabad lodged complaint (vide letter dated 12.10.2020) addressed to this Authority as well as the Director Design Sindh, Irrigation & Power Department, Chairman Complaints Redressal Committee (CRC) against the NIT No. TC/G-55/494/2020 dated 04.06.2020 floated by the Executive Engineer, Rohri Canal Khesana Mori Hyderabad, 'the procuring agency' for procurement of one work namely Cement Concrete Lining of Shah Latif Minor from RD 0+00 to 23+00 Reconstruction Village Road Bridge at RD 18 and construction Darogha/Tyndel Landhi along Rohri Main Canal in Rohri Canal Division Khesano Mori @ Hyderabad following the single-stage two envelopes bidding procedure as laid down under the SPP Rules, 2010.

2. The appellant therein claimed to have received a letter wherein the Procurement Committee (PC) disqualified the firm due to the non-availability of required experience/performance certificate of similar work of the firm.

3. After that, the appellant lodged other complaint (vide letters dated 12.10.2020) with the Authority and the CRC by raising severe reservations over disqualification/ rejection of a bid based on relevant experience as communicated by the procuring agency (vide letter dated 07.10.2020) after a lapse of more than three months. As per the appellant, he submitted a bid with all the supporting documents, including experience certificates; nonetheless, the PC rejected the same under technical evaluation process to award the procurement contract on a favoritism basis while contravening the NIT's terms & conditions. Consequently, the appellant requested the authorities to convene the CRC meeting to re-examine the technical evaluation process/record. In turn, this Authority vide letter dated 24.10.2020 forwarded the matter to the CRC, while endorsing a copy to the procuring agency with advice to redress the grievances with In the stipulated period as per Rules-31(3) Ibid.

4. Subsequently, the appellant vide letter dated 26.10.2020 preferred an appeal along with the supporting documents and review appeal fee before this Authority whereby the appellant stated that the CRC failed to decide the grievances within the stipulated time. The appellant

requested to place the case before the Review Committee in terms of Rule-31(5)¹ read with Rule 32(5) *ibid*².

5. Accordingly, the appellant's case was taken up by the Review Committee for hearing in its meetings scheduled on 18.11.2020 & 23.10.2020 at 11.00 a.m., and in this regard, the Authority issued notices to the parties concerned to appear in person, or depute authorized representative, well conversant with the procurement in question, along with the relevant documents and evidence, if any, before the Committee on the scheduled date, time and venue to present and/ or defend the case in terms of Rules-32(6), (8) & (10) *ibid*³.

6. In compliance, Mr. Shoaib Samoo, Executive Engineer, Nasir Division Hyderabad '*the procuring agency's representative*', and Ameer Ali Chandio, Proprietor, M/s Ameer Ali Chandio '*the appellant*' appeared before the Committee.

REVIEW COMMITTEE'S PROCEEDINGS

7. The Chairperson of the Committee commenced the meeting by welcoming all the participants of the meeting. The chair asked the appellant to present the case/version over the instant procurement before the committee.

Appellant's Version

8. Mr. Ameer Ali Chandio, 'the appellant' while presenting the case apprised the Committee that his company is registered with the PEC having license and used to obtain Government contract since 2005. The firm also claims that the firm has good reputation amongst the Government Departments.

9. The appellant also submitted that he had participated in bid opening on 25.6.2020 when technical bids were opened. He submitted that he sent a letter to the Executive Engineer and requested him to announce Technical Evaluation as well as requested to open financial bids as per SPP rules.

10. The appellant further contended that his firm was disqualified after the lapse of 3 months. The appellant therein claimed to have received a letter wherein the Procurement Committee (PC) wherein the procuring agency apprised that the firm has been *disqualified due to the non-availability of required experience/performance certificate of similar work of the firm.*

² The committee shall announce its decision within seven days. The decision shall be intimated to the bidder and the Authority within three working days by procuring agency. In case of failure of the committee to decide the complaint, the Procuring Agency shall not award the contract;

³ The bidder shall submit [following documents] to the Review Committee:- (a) a letter stating his wish to appeal to the Review Committee and the nature of the complaint; (b) a copy of the complaint earlier submitted to the complaint redressal committee of the Department and all supporting documents; (c) copy of the decision of procuring agency/ redressal committee, if any.

⁴ On receipt of appeal, along with all requisite information and documents, the Chairperson shall convene a meeting of the Review Committee within seven working days. It shall be mandatory for the appellant and the head of procuring agency or his nominee not below the rank of BS-19 to appear before the Review Committee and when called and produce documents, if required. The Review Committee shall hear the parties and announce its decision within ten working days of submission of appeal. However, in case of delay, reasons thereof shall be recorded in writing.

11. The firm also submitted that the firm had completed two contracts namely

- a) *Cement concrete lining of Khahi Distry from RD 0+00 to 53+887 and pithoro Minor from RD 0+00 to 5+465" amounting to Rs.36,18,050,052/*
- b) *C.C lining along Theaba Minor "amounting to Rs.8,36,48,976/.*

12. The appellant submitted that despite about two contracts of the relevant and same nature completed by the firm and awarding of the third contract, the disqualification of the firm by the Executive Engineer, Nasir Division, Hyderabad is contrary not only to the facts and realities but also it is against the terms and conditions mentioned in the bidding documents.

13. The firm submitted that the disqualification is against the rules and the procuring agency has discriminated with the bidder. Furthermore, the appellant submitted that the complaint redressal committee was required to announce its decision within seven days and intimate the same to the appellant and the Authority within three working days. However, the committee failed to arrive at the decision within stipulated time. Therefore, the complainant had approached to the Review Committee to adjudicate accordingly.

14. In addition to this, the appellant submitted that the procuring agency has qualified the firms namely M/s Salar Enterprises, M/s Indus Const: company & M/s United Company which do not possess the required qualification and experience accordingly.

15. The appellant also claimed that during CRC M/s Salar enterprises has shown the fake documents of work completion certificate. He submitted that the scheme for which the M/s salar claims to have completed is incomplete scheme which is running in Missing schemes in ADP.

Procuring Agency's Version

16. The procuring agency argued that the Technical bid submission and bid opening was carried out in a transparent manner as per rules. The bids were opened within one hour of the deadline for submission of bids. The procuring agency submitted that all bids were opened publicly in the presence of all the bidders, or their representatives at the time and place announced in the invitation to bid.

17. Furthermore, the procuring agency clarified that initially, only the envelopes marked "TECHNICAL PROPOSAL" were opened whereas, envelopes marked as "FINANCIAL PROPOSAL" were retained in the custody of the procuring agency without being opened. The procuring agency also claimed that procuring agency evaluated the technical proposal in a manner prescribed.

18. Mr. Shoaib Samoo, Executive Engineer, Nasir Division Hyderabad *'the procuring agency's representative'*, while defending the appellant arguments acknowledged that the PC



opened the technical proposals on 25.06.2020 and financial proposal was opened on 15.10.2020 after lapse of about 110 days. Therefore, the procuring agency extended the original bid validity period for a further (1) month to complete the remaining work of the bid process against the all the works.

19. The procuring agency also contended that extension of bid validity was carried with the approval by the competent authority of the procuring agency and after obtaining such approval, the procuring agency requested in writing all bidders to extend the bid validity period. Such a request was made before the date of expiry of the original bid validity period. Such an extension was for 30 days of the original period of bid validity.

20. The procuring agency also argued extension of bid validity period was requested to all bidders and all bidders granted such an extension and none of the bidder withdrew his bid and nor bid security was returned forthwith.

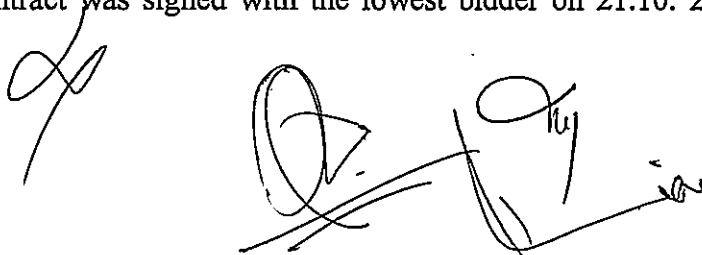
21. The procuring agency also submitted that no amendments in the technical proposal was permitted during the technical evaluation and financial proposals of technically qualified bids were opened publicly at a time, date and venue announced and communicated to the bidders in advance. The procuring agency also informed that financial proposal of bids found technically non-responsive and not meeting mandatory requirement were returned un-opened to the respective bidders; and bid found to be the lowest evaluated bid were accepted.

22. Regarding financial opening, The procuring agency further submitted that the procurement committee read aloud the name of the bidder and total amount of each bid. All bidders signed an attendance sheet which may be perused by the record and the same is available at PPMS website. The official chairing of the procurement committee encircled the rates and all the members of procurement committee signed each and every page of financial proposal of bidders. The procuring agency submitted that the procurement committee issued the minutes of the opening of the tenders and the same are available at PPMS website.

23. The procuring agency also submitted that all bids were evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents. The procuring agency also claimed that announcement of evaluation reports was carried out accordingly.

24. The Procuring agency claimed that the bid evaluation report announced the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids. The report was hoisted on website of the Authority and the same was clearly intimated to all the bidders in accordance with the time prescribed under rules prior to the award of contract.

25. The procuring agency submitted that after the announcement of Bid evaluation report, contract was signed with the lowest bidder on 21.10. 2020 and 22.10.2020 by issuing



work orders to the successful bidders. The procuring agency submitted that contract was signed with the approval competent Authority.

26. The procuring agency submitted that upon award of contract, the procuring agency made the evaluation report of the bid, and the contract agreement was made public through hoisting on the Authority's website.

Findings of the Review Committee

27. From the perusal of record, statements of the procuring agency and appellant, scrutiny of documents and facts, the Review Committee finds that there are six major contentions among the parties.

28. The appellant claims that the procuring agency did not extend the bid validity in accordance with the rules and claims that the procuring agency has arranged documents in back date whereas the procuring agency submits that the extension in bid validity period was done in accordance with the rules.

29. The appellants also claimed that the procuring agency made inordinate delay in the evaluation of bids on account of documents verification whereas the procuring agency claims otherwise.

30. The appellant claims that he lodged a complaint before the CRC. However, CRC was failed to decide the matter within 7 days. The procuring agency contends that the appellant was called for CRC.

31. The appellant also contends that the procuring agency was bound to not sign the contract until the final adjudication by Review Committee. On contrary to that the procuring agency claims to have signed contract in accordance with the rules.

32. The appellant also submits that the procuring agency was bound to complete the complete process transparent way but it failed to do so.

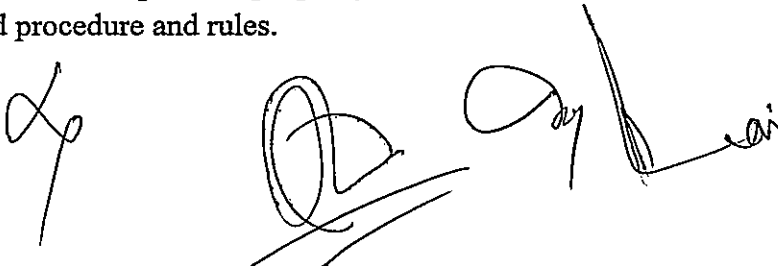
33. The appellant also claims that the procuring agency disqualified the bidder without sound and justifiable reason. Contrarily, the procuring agency submitted that the bidder was disqualified due to lack of mandatory experience required in NIT.

Review Committee Observations

34.. After hearing the parties at length and perusal of record, the Review Committee observed that: -

1. Extension in Bid validity period

35. The procuring agency did not extend the bid validity in accordance with the prescribed procedure and rules.



Bid Validity:

- a. A procuring agency, keeping in view nature of procurement, shall subject the bid to a validity period, which shall be specified in the bidding document and shall not be more than 90 days in case of National Competitive Bidding and 120 days in case of International Competitive Bidding;

1(A). [The bid validity period shall start from the date of opening of technical or financial bids, whichever is earlier;]

- (2) Extension of bid validity may be allowed subject to approval by the competent authority of the procuring agency, and with reasons to be recorded in writing;

Provided that if validity period has to be extended due to some slackness on the part of procuring agency, the competent authority shall fix responsibility and take appropriate disciplinary action;

- (3) After obtaining such approval, the procuring agency, shall request in writing all bidders to extend the bid validity period. Such a request shall be made before the date of expiry of the original bid validity period;

- (4) Such an extension shall not be for more than of the original period of bid validity;

- (5) In case the procuring agency fails to finalize the bid evaluation within the extended time, the bids shall stand cancelled and a fresh bidding process shall be initiated;

- (6) Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith;

- (7) Bidders who;

1. agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity;

2. agree to the procuring agency's request for extension of bid validity period shall neither be requested nor permitted to change the price or other conditions of their bids.

36. The SPPRA Guidelines for works also substantially throws light on the Extension of bid validity period and manner of extension of bid validity therein.

6.6 Extension of bid validity (Rule 38): Where an extension to the validity of bids is required, all bidders should be requested in writing to extend the validity of their tenders for an

additional specified period of time. This request should be issued with reasonable period before the expiry of the validity of tenders; in order to give sufficient time for responses to be received.

(a) extension is allowed only if justified by exceptional circumstances and subject to approval by the competent authority of the procuring agency, and with reasons to be recorded in writing. Provided that if the validity period has to be extended due to some slackness on the part of procuring agency, the competent authority shall fix responsibility for such inordinate delay or slackness and appropriate disciplinary action shall be taken against the official(s) responsible for delay and slackness;

(b) such an extension shall be for the minimum period required to complete the evaluation, obtain the necessary approvals, and award the contract and shall not be for more than one third of the original period of bid validity;

(c) after obtaining such approval, the procuring agency prior to expiry of the original bid validity period, shall request in writing only those bidders who have submitted their bids, to extend the bid validity period;

(d) whenever an extension of bid validity period is requested, the bidders shall have the right to refuse to grant such an extension and withdraw their bids and bid security shall be returned forthwith;

(e) Bidders who, - (i) agree to extension of the bid validity period shall also extend the validity of the bid security (if not in shape of call deposit) for the specified extended period of the bid validity; (ii) agree to the procuring agency's request for extension of bid validity period shall neither be required nor be permitted to modify the price or other conditions of their bids. In case the procuring agency fails to finalize the bid evaluation within the extended period then bids shall stand cancelled and bidding process shall be initiated afresh.

37. From above discussion four questions can be made regarding bid validity extension in the instant procurement.

- i. Whether all bidders were requested by the procuring agency in writing to extend the validity of their tenders for an additional specified period of time or not?
- ii. Whether the request was issued with reasonable period before the expiry of the validity of tenders?
- iii. Was sufficient time given for responses to be received from the bidders?
- iv. Was extension allowed justified by exceptional circumstances what were exceptional circumstances?

38. The committee observes that the procuring agency opened the technical bids on 25.6. 2020. Therefore, the period of 90 days bid validity was to be expired on 22.9. 2020. Interestingly, the procuring agency requested to the bidders to extend the bid validity On 22.9.2020 on the very same day on which bid validity period was about to expire. Hence, it is

evident from the fact that the procuring agency was not successful to issue the such request with the reasonable period before the expiry of the validity of tenders as described in regulation of works issued by SPPRA.

Secondly, the bidders were not offered sufficient time for response because the procuring agency requested the bidders on the same day on which bid validity period was to expire.

Thirdly, the procuring agency was unable to provide justification for exceptional circumstances that led to the extension of bid validity period.

Fourthly, the procuring agency did not provide any documentary evidence that may prove that the procuring agency requested to the bidder for the extension of bids, The procuring agency was not successful to prove that the written request was received by the bidder.

39. Similarly, the procuring agency was required to upload the approval of bid validity period and confirmation of bid validity period from the bidders on the Authority website. Although the procuring agency claimed to have uploaded the same on PPMS website, yet the perusal of record shows otherwise. The bid validity period was expired on 22.9.2020 but the procuring agency did not upload the approval even till 15.10.2020 when BER was made public by the procuring agency. The Authority in its observation also conveyed the same to the bidder on 19.10.2020. The operative is reproduced as under;

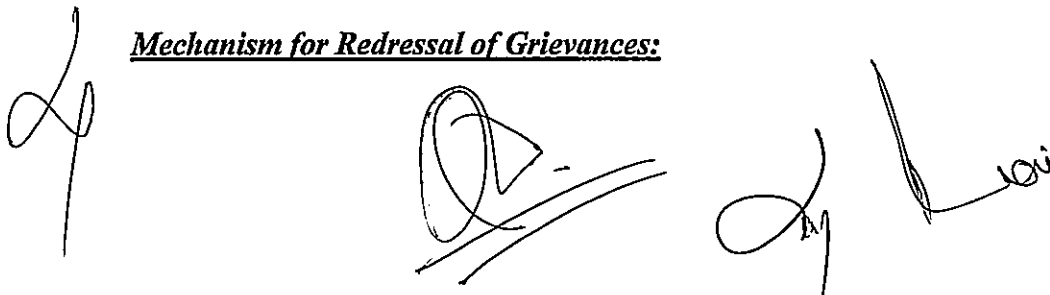
The procuring agency has uploaded Bid Evaluation Report on 15.10.2020 after expiry of the original bid validity period as per the schedule of bid opening 25.06.2020 mentioned in the NIT/BDs. However, procuring agency has not uploaded the approval of the competent authority for extension in bid validity period and confirmation of extension in bid validity period from bidders. Procuring agency is required to clarify as to whether the bid validity period was extended prior to expiry as required under Rule-38(3) of SPP Rules, 2010 (Amended 2019) or otherwise. It may also be noted that in terms of Rule-49 the contract shall be awarded within the original or extended period of bid validity.

40. Therefore, there is no gainsaying the fact that the procuring agency was not successful to extend the bid validity period as specified in the rules nor uploaded on Authority's website timely.

2. The Issue of not convening CRC meeting

41. Another contention between the parties relates to CRC meeting. The bidder contended that the CRC was required to decide the matter within seven days and was bound to communicate the decision within 3 working days. Rule 31 describes the working of CRC and other matters relating to therein:

Mechanism for Redressal of Grievances:

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[The complaint redressal committee shall announce its decision within seven days and intimate the same to the bidder and the Authority within three working days. If the committee fails to arrive at the decision within seven days, the complaint shall stand transferred to the Review Committee which shall dispose of the complaint in accordance with the procedure laid down in rule 32,]2 [if the aggrieved bidder files the review appeal within ten (10) days of such transfer;]3

The Procuring Agency shall award the contract after the decision of the complaint redressal committee;

Mere fact of lodging of a complaint shall not warrant suspension of the procurement proceedings;

Provided that in case of failure of the Complaint Redressal Committee to decide the complaint; the procuring agency shall not award the contract, [until the expiry of appeal period or the final adjudication by the Review Committee.]

42. The Rule makes mandatory upon the CRC to announce the decision within 7 days. However, in the instant procurement the CRC was unable to decide the matter within time period specified. The appellant submitted application for CRC on 12.10.2020 wherein the appellant requested to look into the matter of the disqualification of the bidder by the procuring agency. Whereas, from the perusal of record it evident that the CRC was not convened till 29.10.2020 when a letter was forwarded from the office of Director Design Irrigation in Sindh Hyderabad was failed to decide the matter within specified time.

3. Signing of Contract without Decision of CRC and during appeal period

43. The complainant also contended against the signing of contract and issuing of work orders by the procuring agency without decision of CRC and during appeal period. The committee of the view that the rule 31 describes the way of signing the contract if the complaint has been lodged.

(1) The Procuring Agency shall award the contract after the decision of the complaint redressal committee;

(2) Mere fact of lodging of a complaint shall not warrant suspension of the procurement proceedings;

Provided that in case of failure of the Complaint Redressal Committee to decide the complaint; the procuring agency shall not award the contract, [until the expiry of appeal period or the final adjudication by the Review Committee.]

The sub rule 7 of 31 describes the condition for the signing of contract in case of lodging of complaint. It is necessary that condition of CRC decision must be fulfilled before the signing of Contract. It was mandatory upon the procuring agency to not sign the contract until the final adjudication by SPPRA review committee. However, the procuring agency signed the contract by issuing work orders with out decision of CRC and nor waited for the Expiry of appeal period which is clear violation of SPP rule 32(8).

4. Issue of Transparency

44. Similarly, the complainant submitted that it was incumbent upon the procuring agency to maintain the transparency in the complete process of bidding. However, the procuring agency failed to carry out the process in a transparent manner.

45. The committee is of the view that, it was necessary upon the procuring agency to maintain the transparency in the complete process of bidding. However, the procuring agency failed to carry out the process in a transparent manner by not informing the bidder about the bid validity extension and did not give any chance to the bidder to defend the disqualification. it was necessary upon the procuring agency to maintain the transparency in the complete process of bidding. Furthermore, the procuring agency did not hoist the contract documents.

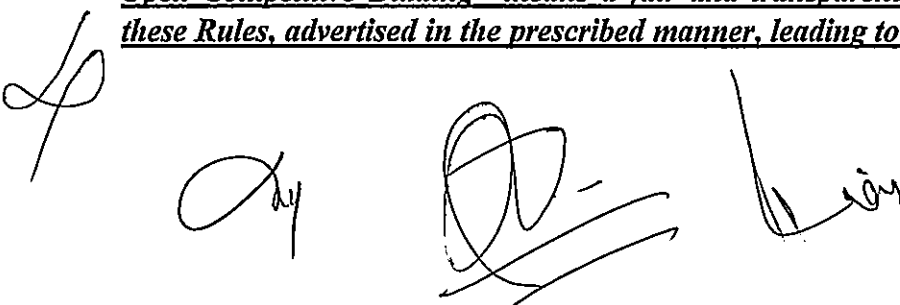
46. The committee ,in this regard, was of the view that it may be noted that in section 5 of the Sindh Public Procurement Regulatory Authority Act, 2009 the functions and the powers of the Authority have been defined, according to which the Authority may take such measures and exercise such powers as may be necessary for improving governance, management, transparency, accountability and quality of public procurement of goods, services and works in the public sector, as well as in collaboration with the private sector. Therefore, the words „transparency“ and accountability are of high importance and cast a duty upon the procuring agency who had invited the bids to ensure openness of the transaction without withholding any information.

47. The committee also observed that not only SPPRA act 2009 but also SPP Rules 2010 also clearly define that the complete process of the procurement will be carried out in a transparent manner. Rule 4 of SPP Rules states the principles of the procurement;

Principles of Procurements - While procuring goods, works or services, procuring agencies shall ensure that procurements are conducted in a fair and transparent manner and the object of procurement brings value for money to the agency and the procurement process is efficient and economical.

48. The committee also observed that the procuring agency did not follow the” **Open Competitive Bidding**” in the procurement of works. The SPP Rules 2010 defines the “**Open Competitive Bidding**”

Open Competitive Bidding" means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all



interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

49. The procuring agency neither followed transparency nor adopted proper procedure. The procuring agency neither informed to the bidder bid validity extension nor before signing of contract waited till the final adjudication by the Review Committee. Therefore, it is evident from the discussion that the procuring agency violated the rules and failed to conduct an open competitive Bidding which is only possible in a transparent manner.

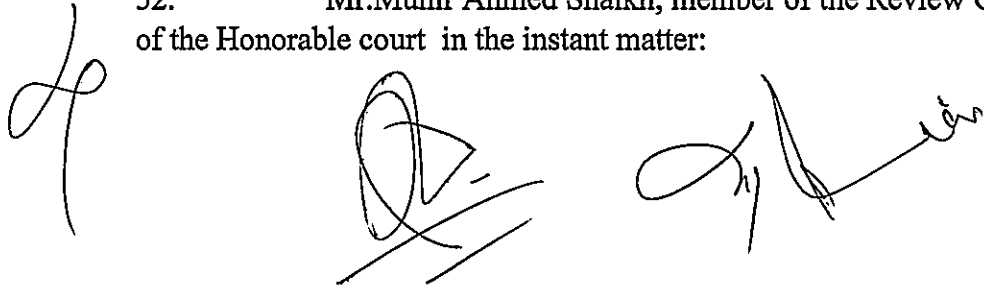
5. The Issue of Disqualification/Rejection of the bidder

50. The appellant also claims that the procuring agency disqualified the bidder without sound and justifiable reason. Contrarily, the procuring agency submitted that the bidder was disqualified due to lack of mandatory experience required in NIT. The committee is of the view that it is necessary that rejection of the bids must be communicated to all bidders who could not meet the eligibility criteria. The purpose of such communication is described in the Regulation of Works by SPPRA:

7.13. Debriefing (SPP Rule 51): This practice of notifying and debriefing unsuccessful bidders provides unsuccessful bidders with a fair opportunity to appeal, under the administrative review procedures, if they feel that the procurement has not been properly conducted. The unsuccessful bidder after hoisting of bid evaluation report or publication of contract award who wishes to ascertain the grounds on which its bid was not selected, should request in writing to the procuring agency, which shall promptly provide reasons as to why such bid was not selected, either in writing and/or in a debriefing meeting, at the option of the procuring agency. The requesting bidder shall bear all the costs of attending such a debriefing. Debrief letters should contain sufficient detail to provide the unsuccessful bidder with an explanation of why he did not win a contract. Debrief letters must be prepared individually for each unsuccessful bidder, as they should not disclose information on other bidders, with the exception of limited information on the successful tender. The debrief letter should state at which stage of the evaluation the tender was rejected, i.e. preliminary screening, detailed evaluation or financial evaluation.

51. The committee observes that the debriefing provides an unsuccessful bidder a chance and fair opportunity to appeal under administrative review procedure. Whereas in the instant procurement process, the procuring agency did not provide any such opportunity to the bidder. The bidder was disqualified on 7.10.2020 and he lodged the complaint on 12.10.2020 against rejection. The procuring agency opened financial bids on 14.10.2020 and BER was made public on 15.10.2020 wherein no opportunity was provided to the bidder to justify or contend the rejection. Above all the procuring agency closed the all opportunities for the bidder with signing of contract by issuing work orders. The rejection without giving sufficient time to justify and to be heard is against the Natural Justice and constitutional rights enunciated in the constitution of Pakistan.

52. Mr.Munir Ahmed Shaikh, member of the Review Committee expressed the words of the Honorable court in the instant matter:

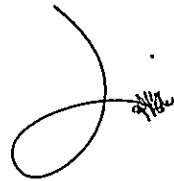


It is indeed unthinkable that in a democracy governed by the Rule of law the executive Government or any of its officers should possess arbitrary power over the interests of the individual. Every action of the executive Government must be informed with reason and should be free from arbitrariness. That is the very essence of the Rule of law and its bare minimal requirement. And to the application of this principle it makes no difference whether the exercise of the power involves affectation of some right or denial of some privilege.

Review Committee Decision

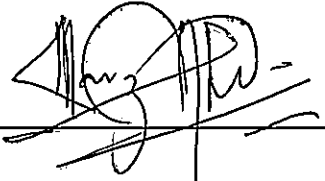
53. Given the proceedings findings/observations and after due deliberation, the Review Committee the exercise of statutory powers conferred upon it under Rule 32A(2) ibid read with Sub-Section (1) Section-2 of SPP act 2009, declares the instant Procurement as **mis-procurement** and decides to send the matter to the to the Competent Authority i.e. Secretary Irrigation & Power Department for initiation of disciplinary proceedings against the officials of the procuring agency responsible for mis-procurement and loss to Government be required under integrity pact.

NOTE the claim is submitted to me by 3 Mm/1/15 by SPPRA. 25/2



(Member)
Syed Adil Gilani
Private Member SPPRA Board
Representative Transparency International

(Member)
Engr. Munir Ahmed Shaikh
Independent Professional



(Member)
Manzoor Ahmed Memon
Member SPPRA Board



(Chairman)
Riaz Hussain Soomro
Managing Director Sindh Public Procurement
Regulatory Authority