



GOVERNMENT OF THE PUNJAB
 TECHNICAL EDUCATION & VOCATIONAL TRAINING AUTHORITY
 96-H, GULBERG II, LAHORE PHONE: 042-99263055-59
 www.tevta.gop.pk



(PROCUREMENT WING)

TEVTA/Proc/Blacklisting /EES

Rev No 00

Date: // 23 December, 2020

To,

M/S Electrical Engineering Services,
 74-B Block Haji Park, Rehmanpura (Ichra)
 Behind Ambassador Factory, Lahore
 info@ees.net.pk

SUBJECT: ORDER OF DEBAR AND BALCKLISTING

REGISTERED
 MD PPRA

No:	5244
Date:	23.12.2020
(L&M)	
A.O	

For the record
22/12/2020

Reference this office show Cause Notice No. TEVTA/Proc/Show Cause/EES

dated: 17.11.2020 (copy attached) and personal hearing Notice No. TEVTA/Proc/Personal hearing/EES dated:02.12.2020(copy attached).

Following charges were conveyed to M/s Electrical Engineering Services, Lahore vide above referred Show Cause Notice:

- 1) The Contract Agreements for the packages 234 & 480 have been cancelled due to non-performance of the contracts
- 2) The delivery of package# 479, 452, 453, 454 & 459 is still pending despite of extensions of 120 days in lieu of force majeure up to 02.10.2020 for packages # 479, 452, 453 & 459 and up to 6.10.2020 for package # 454 and till date 40-45 days has lapsed.

Personal Hearing of M/S Electrical Engineering Services, Lahore regarding their black listing proceedings were held on 08-12-2020 before the General Manager (Procurement), TEVTA. Mr. Faisal Khan (Director, M/S Electrical Engineering Services, Lahore) appeared for the purpose of personal hearing to defend the charges.

During the course of personal hearing, the General Manager (Procurement) asked to Mr. Faisal Khan (Director, M/S Electrical Engineering Services, Lahore) that they were awarded Package No. 234 (Fuel Testing Equipment) amounting to Rs.6,174,090 on 16-10-2017 with delivery period of 90 days i.e. upto 14.01.2018 but

MM

your firm failed to deliver the supply of equipment after passing of 1044 days from cutoff date of delivery period, therefore, on account of non-performance and breach of contract, the PO was cancelled (copy attached). Representative of M/s Electrical Engineering Services, Lahore, Mr. Faisal Khan, could not give any plausible reason for this inordinate and extra ordinary delay.

Contract for Package#480 (Soldering & De-soldering Tools) was awarded on 6.02.2020 amounting to Rs.1,971,216, but due to non-supply of the equipment, contract was cancelled on 23.10.2020 (copy attached). In this regard, M/s ELECTRICAL ENGINEERING SERVICES was of the view that their foreign manufacturer made mistake due to which items could not be supplied. Hence, he accepted the mistake confirming his failure to execute the contract. Therefore, on account of non-performance and breach of contract, the Purchase Order was cancelled.

Packages no. 452, 453, 459 & 479 were awarded on 6.02.2020 and Package No.454 were awarded on 10.02.2020. This office consistently followed up through emails dated:11.05.2020, 29.05.2020,01.06.2020, 07.06.2020, 10.06.2020, 09.07.2020, 25.07.2020 & 8.09.2020 for timely delivery of aforesaid packages. In response to these emails, M/s ELECTRICAL ENGINEERING SERVICES instead of reporting the schedule of supply of aforementioned packages, started requesting to this office for extension in delivery period. The extension was granted for 120 days in lieu of force Majeure due to COVID-19; hence the delivery period was extended up to 2.10.2020 (for packages # 452, 453, 459 & 479) and 6.10.2020 (for Package no.454) (copy attached). M/s ELECTRICAL ENGINEERING SERVICES failed to supply the equipment within extended delivery period and again requested for further extension in delivery period up to 30.11.2020 vide letter No. EES/TEVTA-LHR/4541-103 dated: 08.09.2020 (copy attached) and then up to 15.12.2020 vide letter No. EES/TEVTA-LHR/4541-113 dated: 30.09.2020(copy attached). This office categorically conveyed vide letter TEVTA/Procurement Wing/454 dated: 29.09.2020 & 13.10.2020. that request for extension cannot be entertained (copies attached).

Later on, this office served the notices on 09.10.2020, 22.10.2020, 3.11.2020 & 16.11.2020(copies attached) wherein it was clearly mentioned to supply the equipment under aforesaid packages for inspection to fulfill the contractual obligations otherwise

TEVTA fully reserves the right to cancel the contract agreement which may result in forfeiture of 10% performance guarantee.

M/S ELECTRICAL ENGINEERING SERVICES accepted that they had given different dates i.e. November 2020 and December 2020 for delivery for different packages (i.e. Package No. 452, 453, 454, 459 & 479) but during the hearing he could not defend the non-supply of equipment and machinery under these packages. M/S ELECTRICAL ENGINEERING SERVICES has only excuse of COVID-19 for non-supply of equipment but when they were told that other suppliers had supplied machinery and equipment imported from China and other part of the world as well during the period of June-September 2020 then he could not give any satisfactory stance regarding non-supply of equipment till to-date. He also failed to give firm and final commitment regarding delivery schedule against aforesaid non delivered packages.

Delay in supply and non-supply of equipment and machinery as per contract caused a great loss in term of wastage of Public money and time to the TEVTA. These acts of the supplier caused severe academic loss to the trainees of TEVTA's institutes, who were deprived of their practical training due to non-availability of training equipment and machinery.

In view of above it is crystal clear that the M/s ELECTRICAL ENGINEERING SERVICES consistently failed to perform the obligations under the aforementioned contract agreements and could not perform aforementioned contract up to the mark. M/s ELECTRICAL ENGINEERING SERVICES could not stand on its words and keep on asking for extensions in timelines which shows extreme non-serious attitude towards fulfilling the obligations of contracts. This office has given more than sufficient time but M/s ELECTRICAL ENGINEERING SERVICES could not supply the machinery and equipment till to date

In due consideration of facts, charges mentioned in Show Cause Notice have been proved and under Rule-21 sub-rule (1) clause (a),(b) & (c), being reproduced below, the M/s Electrical Engineering Services:

- 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;

Therefore, M/s M/s Electrical Engineering Services, 74-B Block Haji Park, Rehmanpura (Ichra), Behind Ambassador Factory, Lahore is hereby debarred and Black listed from participating in any public procurement of procuring agency (i.e. P-TEVTA and its allied offices/institutions) for the period of two(2) years starting from date of order of debar and black listing. The supplier may, within thirty days, prefer a representation against the order before the Managing Director, PPRA.

General Manager (Procurement)
TEVTA

Dated: 11-12-2020

A copy is forwarded for information to: -

1. All General Managers, TEVTA Secretariat, Lahore.
2. The Managing Director, PPRA, Punjab (with the request to upload on PPRA website)
3. All Deputy General Managers, TEVTA Secretariat, Lahore.
4. The S.A to the Chairperson, TEVTA Secretariat
5. The Chief Technology Officer, TEVTA Secretariat, Lahore (with the request to upload on TEVTA website)
6. All Zonal Managers, TEVTA (with the request to circulate this order to lower formation for strict compliance)
7. All Managers, TEVTA Secretariat, Lahore.
8. The Manager, Service Centre, TEVTA Secretariat, Lahore (with the request to circulate this order to lower formation for strict compliance)
9. All District Managers, TEVTA (with the request to circulate this order to lower formation for strict compliance)
10. The P.S. to Chief Operating Officer, TEVTA Secretariat

o/c

11/12/2020
Deputy General Manager (Procurement)
TEVTA

M. J.
ISSUED 11/12/2020
TEVTA SECRETARIATE
GULBERG ROAD LAHORE

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