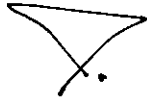



1st June, 2023

1. Learned counsel for appellant present. Mr. Fazal Shah Mohmand, Additional Advocate General for respondents present.

2. Being not prepared, learned counsel for appellant requested for adjournment. Adjourned. To come up for arguments on 12.09.2023 before D.B. P.P given to the parties.

SCANNED
K. ST
Pesnawar


(Salah-Ud-Din)
Member (J)


(Kalim Arshad Khan)
Chairman

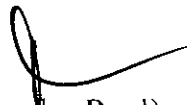
Mutazem Shah


12.09.2023

Learned counsel for the appellant present. Mr. Muhammad Sohrab, Lecturer alongwith Mr. Asad Ali Khan, Assistant Advocate General for the respondents present.

Learned Assistant Advocate General sought some time for preparation of arguments. Adjourned. To come up for arguments on 09.10.2023 before the D.B. Parcha Peshi given to the parties.

SCANNED
K. ST
Pesnawar


(Fareeha Paul)
Member (E)

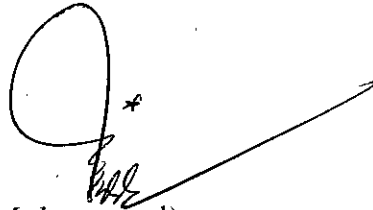

(Salah-ud-Din)
Member (J)

Naeem Amin

02.01.2023

Learned counsel for the appellant present. Mr. Qazi Ayaz, Litigation Officer alongwith Mr. Naseer-ud-Din Shah, Assistant Advocate General for the respondents present and submitted copy of inquiry record consisting of 199 sheets. Copy of the same is handed over to learned counsel for the appellant, who sought adjournment on the ground that he has not gone through the record submitted by the respondents today. Adjourned. To come up for arguments on 24.03.2023 before the D.B.

SCANNED
KPST
Peshawar



(Mian Muhammad)
Member (E)



(Salah-ud-Din)
Member (J)

24.03.2023

Junior to counsel for the appellant present. Mr. Fazal Shah Mohmand, Addl. A.G for the respondents present.

The Worthy Chairman is on leave today, therefore, the bench is incomplete. The case is adjourned to 1.06.2023 for arguments before D.B. Parcha Peshi given to the parties.

SCANNED
KPST
Peshawar



(FAREEHA PAUL)
Member (E)

23.08.2022

Appellant alongwith his counsel present. Mr. Muhammad Adeel Butt, Additional Advocate General for the respondents present.

After hearing arguments at certain length, learned Additional Advocate General requested that time may be granted to him for placing on file complete record of the inquiry. Adjourned. To come up for arguments on 03.11.2022 before the D.B. Respondents shall positively submit complete record of the inquiry on the date fixed.



(Rozina Rehman)
Member (Judicial)



(Salah-Ud-Din)
Member (Judicial)

3rd Nov, 2022

Appellant present in person. Mr. Kabirullah Khattak, Additional Advocate General alongwith Muhammad Ayaz Khan, Litigation Officer for the respondents present.

Appellant stated that his learned counsel was busy before Honourable Peshawar High Court, Peshawar and requested for adjournment. Adjourned. To come up for arguments on 02.01.2023 before the D.B.



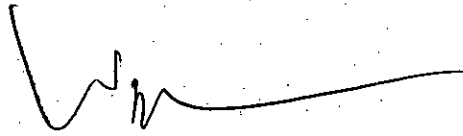
(Fareeha Paul)
Member (E)



(Kalim Arshad Khan)
Chairman

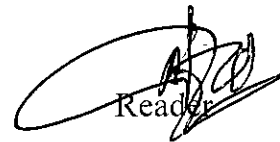
05.01.2022 Learned counsel for the appellant present. Mr. Muhammad Rasheed, alongwith Qazi Ayaz Litigation Assistant for respondents present.

Learned Deputy District Attorney requested for adjournment as he has not gone through the record. Adjourned. To come up for arguments before the D.B on 11.01.2022.

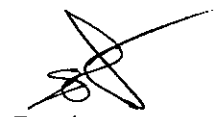

(Atiq-Ur-Rehman Wazir)
Member (E)


Chairman

11.01.2022 Due to non-availability of D.B, case is adjourned to 08.04.2022 for the same as before.


Reader

04.03.2022 Due to retirement of the Worthy Chairman, the Tribunal is defunct, therefore, case is adjourned to 06.06.2022 for the same as before.


Reader.


6th June 2022 Proper D.B is not available. Therefore, case is adjourned to 23.08.2022 for the same as before.


Reader

03.09.2021

Syed Noman Ali Bukhari, junior of learned counsel for the appellant present. Mr. Riaz Ahmed Paindakheil, Assistant Advocate General for the respondents present.

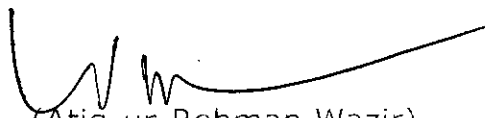
Junior of learned counsel for the appellant requested for adjournment on the ground that learned counsel for the appellant is busy in the august Peshawar High Court, Peshawar. Adjourned. To come up for arguments before the D.B on 15.12.2021.


(ATIQ-UR-REHMAN WAZIR)
MEMBER (EXECUTIVE)


(SALAH-UD-DIN)
MEMBER (JUDICIAL)

15.12.2021

Appellant alongwith his counsel namely Syed Noman Ali Bukhari, Advocate present. Mr. Kabirullah Khattak, Additional Advocate General for the respondents present and sought adjournment for preparation of brief. Adjourned. To come up for arguments on 05.01.2022 before the D.B.


(Atiq-ur-Rehman Wazir)
Member (E)


(Salah-ud-Din)
Member (J)

16.11.2020

Junior to counsel for the appellant and Addl. AG
alongwith Abert John, Assistant for the respondents
present.

Representative of the respondents has submitted
parawise comments on behalf of respondents No. 1 to 3.
Placed on record. The matter is assigned to D.B for
arguments on 08.02.2020. The appellant may furnish
rejoinder within a fortnight, if so advised.


Chairman

08.02.2021

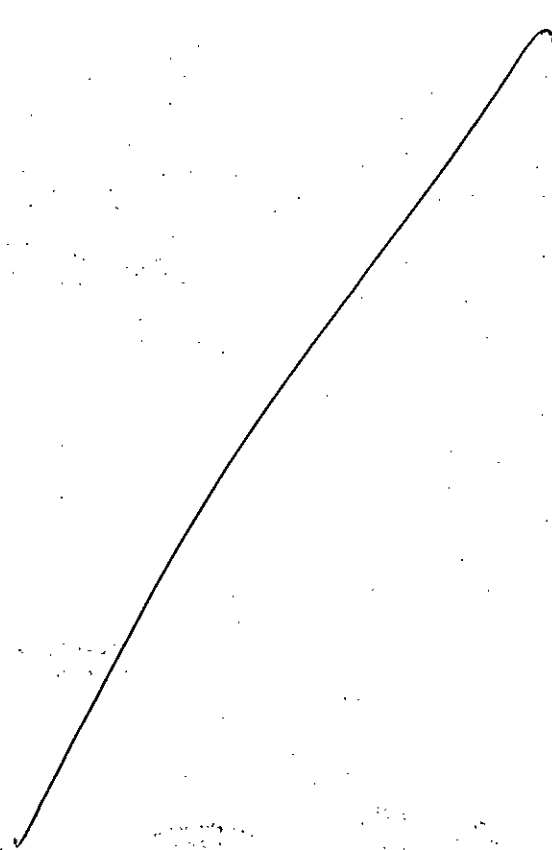
Due to pandemic of Covid-19, the case is adjourned to
05.05.2021 for the same.

5.5.21

*Due to COVID-19, the case is
adjourned to 3.9.2021 for the same.*


Reader


Reader



10.07.2020

Counsel for the appellant present.

Mr. Kabir Ullah Khattak learned Additional Advocate General alongwith Albet Jan for respondents present.

Written reply on behalf of respondents is still awaited. Learned AAG requested for adjournment in order to submit written reply/comments; granted. To come up for written reply/comments on 11.08.2020 before S.B.

Member (J)

11.08.2020

Junior to counsel for the appellant and Addl. AG alongwith Abert John, Assistant for the respondents present.

Representative of the respondents seeks further time to furnish reply/comments. The matter is adjourned to 23.09.2020 on which date the requisite reply/comments shall positively be furnished.

Chairman

23.09.2020

Junior to counsel for the appellant and Addl. AG alongwith Abert John, Assistant for the respondents present.

Representative of the respondents seeks further time to furnish reply/comments. Granted, but as last chance. To come up for written reply/comments on 16.11.2020 before S.B.

Chairman

24.06.2020

Counsel for the appellant present. Preliminary arguments heard and case file perused. The appellant (Associate Professor) was serving as Deputy Secretary (Admin) in the Higher Education Department. An ADP Scheme No. 545/150025 for the purchase of 25 Hiace Vehicles was approved and the process was carried out through a properly constituted purchase committee. However, some irregularities and delay were pointed out, for which a fact finding enquiry was conducted. Finally vide impugned order dated 27.01.2020, the appellant was awarded major penalty of removal from service and recovery of Rs. 56826385/-. Against the impugned order, the appellant filed departmental appeal on 14.02.2020 which was rejected on 14.05.2020, hence the present service appeal on 09.06.2020. Learned counsel for the appellant argued that the appellant has not been treated according to law as no chance of personal hearing was afforded to him, hence condemned unheard. He raised question on the inquiry report and assailed that the Inquiry Officer had enquired the head of Purchase Committee (Special Secretary) and recorded his statement on the basis of telephonic call though he had the power of civil court under the Civil Procedure Code. Even that was done in the absence of appellant without giving him an opportunity of cross examination. It was further contended that it was a collective decision of the Purchase Committee but the appellant has been single out. Moreover, appellant was not DDO and was not the cheque issuing authority. He also requested for suspension of the recovery, ordered vide impugned order dated 27.01.2020.

Points urged need consideration. Service appeal is admitted subject to all legal objections. Appellant is directed to deposit security and process fee within 10 days, thereafter, notices be issued to the respondents for written reply/comments for 10.07.2020 before S.B.

Alongwith the instant service appeal an application for suspending the recovery of Rs. 56826385/- ordered dated 27.01.2020 has been submitted. Notice of this application be also issued to the respondents for submission of reply on the date fixed.


Appellant Deposited
Security & Process Fee
2/7/20

(MAIN MUHAMMAD)
MEMBER

Form- A
FORM OF ORDER SHEET

Court of _____

Case No. - 5673 /2020

1S.No.	Date of order proceedings	Order or other proceedings with signature of judge
1	2	3
1- 2-	09/06/2020 SCANNED KPST Peshawar	<p>The appeal of Muhammad Hayat presented today by Mr. Muhammad Asif Yousafzai Advocate may be entered in the Institution Register and put up to the Worthy Chairman for proper order please.</p> <p style="text-align: right;"><i>[Signature]</i> REGISTRAR 9/6/2020</p> <p>This case is entrusted to S. Bench for preliminary hearing to be put up there on <u>24/06/20.</u></p> <p style="text-align: right;"><i>[Signature]</i> CHAIRMAN</p> 



GOVERNMENT OF KHYBERPAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT
NO.10 (Lit) HED/5-6/Civil Suit/2021 Jawad Ashraf

Dated the Peshawar 23.08.2021

To

Mr. Jawad Ashraf S/o Raja M. Ashraf,
c/o Muhammad Naveed, Block-F, H.No. 659, Satellite Town, Rawalpindi,
Contact No. 0321-6667867.

Subject: LEGAL NOTICE FOR SPECIFIC PERFORMANCE OF CONTRACT.

Memo:

I am directed to refer to the subject noted above and to serve on you this legal notice to specifically perform the contract that you made with the Higher Education Department for providing 25 numbers of Toyota Hiace dual AC 15 Seaters standard roof having specifications *Toyota Hiace Petrol Engine 2TR-FE, type-water cooling inline 4 cylinder Engine size 2.7 (2693CC) - fuel tank capacity, 70 liters. Rear Brake Drum- Front Fog Lights, Rear Fog Lights, Xenon headlights, additional front headlights - Front/Rear Wiper - Navigation - audio CD Player, Dual AC - 14 - 15 Seats - Ashtray Fitters. Different colors (white, silver etc) Imported From JAPAN* and a contract in the form of agreement deed dated 02.07.2016 was signed by the parties in consideration of Rs. 94500000/- (The total amount of consideration already paid in advance) and you were bound to provide Toyota Hiaces but despite lapse of considerable time only 12 Hiaces were handed over and the remaining 13 Hiaces/Vehicles are still to be delivered.

2. Therefore, please deliver as per contract the remaining 13 vehicles of above specifications or deposit their market value so that the vehicles be purchased from the concerned quarters of Toyota Company within 15 days of receipt of this legal notice failing which I have clear instructions to file Civil Suit against you in the Court of competent jurisdiction whereby you may also be burdened with the legal expenses incurred during the case. I hope prudence will prevail and you will specifically perform your part of the contract having already received full consideration of the contract.

Section Officer (Litigation-I)
PH # 091-9213501 FAX # 091-9210368

Endst: No. & date even.

Copy forwarded to the:-

1. The Section Officer (General), Higher Education Department.
2. PS to Secretary Higher Education Department.
3. PA to Deputy Secretary (Lit), Higher Education Department.
4. Master File.

Section Officer (Litigation-I)

BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL,
PESHAWAR.

Service Appeal No. **5673** /2020

Muhammad Hayat

V/S

Govt: of KPK & etc.

I N D E X

S.No.	Documents	Annexure	Page No.
1.	Memo of Appeal	-----	01-04
2.	Copy of stay application	---	05
3.	Copy of fact finding inquiry	- A -	06-13
4.	Copy of Charge Sheet	- B -	14-15
5.	Copy of Statement of Allegation	- C -	16-17
6.	Copy of reply to Charge Sheet	- D -	18-21
7.	Copy of Inquiry Report	--E--	22-41
8.	Copy of Show Cause Notice	--F--	42-44
9.	Copy of reply to show cause notice	--G--	45-119
10.	Copy of order dt: 27.01.2020	--H--	120
11.	Copy of Departmental Review	--I--	121-124
12.	Copy of Rejection order dt: 14.5.2020	- J -	125
13.	Vakalat Nama	-----	126

APPELLANT

Muhammad Hayat

THROUGH:

(M. ASIF YOUSAFZAI)

ADVOCATE SUPREME COURT
OF PAKISTAN.

(TAIMUR ALI KHAN)

ADVOCATE HIGH COURT

&

(SYED NOMAN ALI BUKHARI)

ADVOCATE HIGH COURT

Room No. Fr-8, 4th Floor,
Bilour Plaza, Peshawar Cantt:

Contact No. 03339103240

①

BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL,
PESHAWAR.

Service Appeal No. 5673 /2020

Muhammad Hayat, Ex-Deputy Secretary (Admin),
Higher Education Department, Peshawar.

APPELLANT

VERSUS

1. The Government of Khyber Pakhtunkhwa through Chief Secretary Civil Secretariat, Peshawar.
2. The Chief Secretary, Khyber Pakhtunkhwa, Civil Secretariat, Peshawar.
3. The Secretary Higher Education Department Govt: of Khyber Pakhtunkhwa, Civil Secretariat, Peshawar.

RESPONDENTS

.....

APPEAL UNDER SECTION-4 OF THE KHYBER PAKHTUNKHWA, SERVICE TRIBUNALS ACT, 1974 AGAINST THE PENALTY ORDER DATED 27.01.2020 WHEREBY THE PENALTY OF REMOVAL FROM SERVICE AND RECOVERY OF RS. 56826385/- WAS IMPOSED UPON THE APPELLANT AND AGAINST THE ORDER DATED 14.05.2020 WHEREBY THE REVIEW PETITION OF THE APPELLANT WAS REJECTED FOR NO GOOD GROUNDS.

.....

PRAYER:

THAT ON ACCEPTANCE OF INSTANT APPEAL THE ORDER DATED 27.01.2020 & 14.05.2020 MAY BE SET ASIDE AND THE APPELLANT MAY VERY GRACIOUSLY BE REINSTATED WITH ALL BACK AND CONSEQUENTIAL SERVICE BENEFITS.. ANY OTHER REMEDY, WHICH THIS TRIBUNAL DEEMS FIT AND APPROPRIATE THAT MAY ALSO BE AWARDED IN FAVOUR OF APPELLANT.

RESPECTFULLY SHEWETH:

Brief facts of the case are as under:-

1. That the appellant was BPS-19 officer of the Higher Education Department and while performance his duties as Deputy Secretary (Admin) Higher Education Department, an ADP for the purchase of 25 Hiance Vehicles was approved and the process was carried out through a properly constituted Committee. However, some so-called irregularities & delay were pointed out, for which a fact finding conducted. The fact finding inquiry resulted in taking action against the appellant and some other officials. **Copy of Fact Finding Inquiry is attached as Annexure-A.**
2. That, thereafter, the appellant was served with a charge sheet and statement of allegations, wherein, about 12 allegation were leveled against the appellant. **Copies of charge sheet and statement of allegations are attached as Annexure B & C.**
3. That the appellant submitted his detailed reply to the Charge Sheet and denied all the allegations categorically with cogent proofs and record. **Copy of reply to Charge Sheet is attached as Annexure-D.**
4. That then an inquiry was conducted, wherein, the statements of various persons were recorded, but in absence of appellant and without providing him chance of confrontation & cross Examination. However, despite of irregular inquiry, the appellant was held guilty. **Copy of inquiry report is attached as Annexure-E.**
5. That thereafter, a Show Cause Notice was issued to appellant and the appellant submitted a detail reply to Show Cause Notice with all relevant record, which proves that the appellant was wrongly held responsible and that too without any cogent proofs. **Copies of Show Cause Notice and reply with record are attached as Annexure-F & G.**
6. That vide order dated 27.01.2020, the appellant was penalized as, Removal from Service and Recovery of Rs. 56826385/-. The appellant filed Review Petition against the impugned penalty order on 14.02.2020, which was rejected for no good and valid reasons on 14.05.2020. Hence the present appeal on the following grounds amongst the others. **Copies of order dated 27.01.2020, Departmental Review dated 14.02.2020 and rejection order dated 14.05.2020 are attached as H, I & J.**

GROUNDS:-

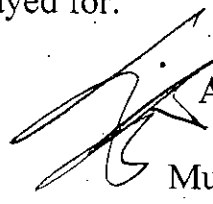
- A) That the order dated 27.01.2020 and 14.05.2020 are against Law, facts, norms of justice, material on record and in violation of

principle of justice, Fair Play, and E&D Rules, 2011. Therefore, liable to be set-aside.

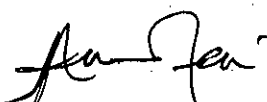
- B) That the appellant has 9/10 years service at his credit and during the period, there is nothing adverse against the appellant, except, the present incident.
- C) That the inquiry officer did not proof the guilt of the appellant beyond the shadow of doubt and his conclusion is based on surmises and conjectures, which is the violation and against the judgments of Superior Courts, as well as of Law.
- D) That though the appellant was charge sheeted for misconduct & corruption under Rule 3 (b) & (c), but the inquiry officer did not proved any misconduct as defined in Law and corruption as also defined in Law. Therefore, the appellant has been penalized for the charges illegally, and as such, the impugned orders are liable to be set-aside on the score alone.
- E) That even, the final rejection order dated 14.05.2020 is not sustainable in Law, because, no reasons have been recorded while passing that order, which is the violation of Section-24-A of the General Clauses Act and Judgment of Supreme Court, reported as 1991 SCMR-2330.
- F) That the inquiry officer of the E&D Rules, 2011, because none of the record was confronted and as well as, none of official was put to cross examination. Thus principle of justice are violation by the inquiry officer and no one could be punished on the basis of such faulty inquiry report.
- G) That the appellant was not provided a meaningful chance of hearing, nor any record was discussed during the personal hearing to respond to the queries of appellant, raised by him on findings of the inquiry, because the "Personal hearing" is not formality but a process of Law to be observed in its true spirit. More-over, the personal hearing was not conducted by the competent authority, but by an outsider who never remained associated with departmental proceedings against the appellant at any stage. Thus Rule, 15 of the E&D Rules, 2011 is violated, because under E&D Rules, 2011, the Competent Authority has not been authorized to nominate any other official to conduct personal hearing.
- H) That the purchased of vehicles was approved as many as by a members, including Chairman "Special Secretary HED" Committee. But only the appellant has been made a scapegoat to save the skin of other responsible officials. Thus, the appellant has been discriminated and punished for no fault on his part.

- I) That each and everything was done with the approval of high ups and purchase Committee, head by Special Secretary. All those are available in the form of note parts on file, but despite that the appellant has been penalized while leaning the others unpunished. Even the statements of others members of the Purchase Committee were not taken by the inquiry officer to ascertain the truth.
- J) That no loss caused to the Govt: exchequer nor the same is proved and determined by the inquiry officer. Moreover corruption and misconduct has also not been proved beyond the shadow of doubt against the appellant.
- K) That the appellant was not dealt in accordance with Law and rules, especially Article-10-A was violated, while passing the impugned orders. Therefore, the impugned orders are liable to be set-aside.
- L) That the competent authority has not used his free, fair and independent mind. Moreover the respondents have also violated CSR-194 and 194-A because the matter is also pending before Anti-Corruption Establishment. Therefore, without observing CSR-194 & 194-A, the impugned orders are not sustainable in the eyes of law.
- M) That the appellant seeks permission to advance other grounds and proofs at the time of hearing.

It is, therefore, most humbly prayed that the appeal of the appellant maybe accepted as prayed for.

 **APPELLANT**
Muhammad Hayat

THROUGH:


(M. ASIF YOUSAFZAI)
ADVOCATE SUPREME COURT
OF PAKISTAN.

(TAIMUR ALI KHAN)
ADVOCATE HIGH COURT

&
(SYED NOMAN ALI BUKHARI)
ADVOCATE HIGH COURT

5

**BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL,
PESHAWAR.**

Service Appeal No. _____/2020

Muhammad Hayat

V/S

The Govt: of KPK etc.


**APPLICATION FOR SUSPENDING THE RECOVERY
OF RS. 56826385/- ORDERED DATED 27.01.2020 TILL
THE DISPOSAL OF MAIN WRIT PETITION.**

RESPECTFULLY SHEWETH:-

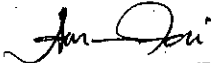
1. That the applicant/appellant has filed a Service Appeal in which no date is fixed so far.
2. That the grounds of main appeal may also be considered as integral part of this application.
3. That the appellant/applicant has been penalized without any evidence against him and if the order is acted upon, the main appeal of the appellant will be infructuous.
4. That all ingredients of interim relief are in favour of applicant/appellant and there is no legal hurdle is recovery is suspended for the time being till the disposal of main appeal.
5. That if the impugned order of recovery is acted upon, the same will amount to full conviction prior to judicial verdict on appeal by the Tribunal.

It is therefore most humbly prayed that the Recovery of Rs. 56,826,385/- against the applicant/appellant may be suspended till the decision of main appeal. Any other remedy deems appropriate, that may also be awarded in favour of applicant/appellant.

APPLICANT/ APPELLANT


Muhammad Hayat

THROUGH:


**(M. ASIF YOUSAFZAI)
ADVOCATE SUPREME COURT
OF PAKISTAN.**

AFFIDAVIT

It is affirmed that the contents of this application are true and correct and nothing has been concealed.


DEPONENT



**GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT**

NO.PA/AS/HED/Inquiry/2017
Dated 08-12-2017

Annex A

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6

To

The Section Officer (General),
Higher Education Department.

Subject: NOTIFICATION/FACT FINDING INQUIRY.

Please refer to your Notification No. SOG/HE/ADP 545/150025/2015-16 dated 03-11-2017 on the subject noted above and find enclosed herewith Fact Finding Inquiry alongwith supporting documents, for further necessary action at your end please.

Encl: as above

[Signature]
8/12/17
Additional Secretary,
Higher Education Department

[Signature]
Section Officer (General)
Govt. of Khyber Pakhtunkhwa
Higher Education, Archives & Libraries Department

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SUBJECT: FACT FINDING ENQUIRY INTO THE DELAY OF PURCHASE OF 25 NOS. OF HIACES UNDER ADP SCHEME 545/150025 FOR DIFFERENT COLLEGES OF THE PROVINCE.

The undersigned was declared as enquiry officer to conduct fact finding enquiry into the delay of purchase of 25 Nos. of Hiaces under ADP Scheme 545/150025 for use in different colleges of Khyber Pakhtunkhwa, vide notification No. SOG/HE/ADP-545/150025/2015-2016, dated 03-11-2017 (Annex-A).

1. PROCEEDINGS

- A. SO (G) and Accountant were cross questioned verbally.
- B. Discussions were held with the presently posted DS (Admn)
- C. Record available in the file alongwith the notesheet was studied thoroughly.

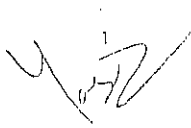
2. FACTS

An ADP Scheme "Transport facility to the staff of Govt. Colleges" was approved by the PDWP forum on 08-10-2015 with the total cost of RS. 100.000 million for the year 2015-16 for the purchase of Toyota Hiaces. (Annex-B). The scheme aimed at providing transport/ pick and drop facilities to the teaching staff of the government colleges (male/ female) in order to provide them respectable and comfortable transport facility. Accordingly Finance department released the amount of 100.000 million on 12-02-2016 (Annex-C).

For initiating the process for procurement of vehicles, a Departmental Committee for Works and Services in the HED was notified vide notification evenly dated 04-01-2016. (Annex-D).

Quotations were called from different authorized dealers of Toyota brand and comparative statement was prepared (Annex-E). Meeting of the departmental committee was convened on 12-02-2016 under the chairmanship of Special Secretary HED. Comparative statements were signed by all the members. Minutes of the meeting are at Annex-F-1 wherein it was decided that as the Toyota Abbott Motors has quoted less amount per unit i.e Rs 3780000/-, therefore, order shall be placed to them for delivery of vehicles. It has also been mentioned in Para 3(ii) of the minutes under reference that DS (Admn) was directed by chair to confirm the approved rates from the concerned supplier on telephone. Accordingly, supply order was placed for supply of 25 Toyota Hiaces in the name of MD, Toyota Abbott Motors, Mansehra Road, Abbottabad on 22-02-2016 (Annex-F).

An agreement was prepared which was signed by the DS (Admn) on behalf of HED and MD M/S Abbott Motors on 03-03-2016. This agreement is not traceable in the file. However copy of Note sheet is at Annex-G. Another agreement is available in the file



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which was signed on 02-07-2016 having serial NO. 9515 and issued from Rawalpindi (Annex-H).

In continuation to above, a letter was issued to Finance department on 4-03-2016 requesting therein providing sanction for 100% advance payment to the company (Annex-I). Finance department accorded sanction for advance payment to said firm vide letter No. SO (Dev-I)FD/3-1/HE/2015-16 dated 10-06-2016 (Annex-J). The sanction of Finance Department was processed on 14-06-2016 vide paras (58-62) of the note sheet and accordingly sanction order was issued bearing No. SOG/HE/ADP-545/150025/2015-16, dated nil (Annex-K). Letter was issued in the name of M/S Toyota Abbott Motors on 28-06-2016 containing the cheque No. 1352571 dated 24-06-2016 amounting to Rs. 91287000/- which was received by Mr. Jawad Ashraf on 28-06-2016 (Annex-L).

In the meanwhile a letter was received from Toyota Abbott Motors dated 26-09-2016, addressed to DS (Admn) HED, wherein they gave reference of their previous letter dated 01-05-2016, and claimed that they have not received any supply order and payment. They further reiterated that they have withdrawn their quotation, and does not bear any responsibility (Annex-M). Same letter was processed on the note sheet which transpires that the letter dated 01-05-2016 was not received in the HED and accordingly a meeting of Purchase Committee was convened on 20-10-2016 to discuss the issue. (note sheet bearing para nos from 64 to 83 is at Annex-N). A sub committee was constituted in this meeting to visit Abbott Motors, Abbottabad and enquire about the matter and submit their report in the next meeting (Annex-O). the committee comprised the following.

1. Mr. Hayat Khan, DS (Admn), HED
2. Mr. Aziz Muhammad, SO (B&A), HED
3. Mr. Wajid Ali, DD (P&D), Directorate of Higher Education.

The said committee visited Toyota Abbott motors on 20-10-2016 and met the Manager Finance Mr. Sajjad. He informed the committee members that Mr. Zia Nabi is the Director of firm and presently has gone to Karachi. The committee also met Mr. Jawad Ashraf, the one who received the cheque and to whose account the cheque was issued. He responded that he is partner of Zia Nabi and has purchased 25 Nos of Hiaces in Japan. However if there is any legal complication, he is ready to return back the money to the department. The committee also met Mr. Zia Nabi on 23-10-2016, upon his return from Karachi, and he confirmed that Mr. Jawad Ashraf was his friend. (Report of committee and other staff is at Annex-P)

In the meanwhile, another letter was received from Toyota Abbott Motors dated 13-10-2017 wherein they mentioned that HED depts falls under PRA of Toyota Khyber Motors Peshawar, so they cannot entertain the request. They further informed

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that they have already submitted letters of withdrawal on 17-03-2016 and 06-10-2016. They also attached supporting documents to prove their claim that they have already withdrawn their quotation (Annex-Q). While going through the attached letters, it can be observed that Toyota Abbott Motors vide letter dated 17-03-2016 had withdrawn their quotation on the plea that HED comes under the PRA of Toyota Khyber Peshawar; and further requested not to issue supply order or payment in favor of Toyota Abbott Motors.

Again another a letter was received from Toyota Abbott Motors dated 04-11-2016 wherein they gave reference of their previous letters and reiterated about withdrawal of quotations. They mentioned that payment has been done to Toyota Abbott Motors Rawalpindi which is fake company and is not an authorized 3S dealership of Toyota in Pakistan. The said company has fraudulently been registered by an individual Mr. Jawad Ashraf who has nothing to do with the 3S dealership of Toyota Abbott Motors, Abbottabad. As per policy of Toyota, all payments are made in favor of Indus Motor Company Ltd and not in the name of dealership as has been done in the instant case. They added that their company name has fraudulently been used. In addition very harsh language was used by the firm (Annex-R).

In response to above, a letter was issued from HED on 09-11-2016 wherein clarifications were sought from Toyota Abbot Motors, Abbottabad (Annex-S). The reply of Toyota Abbott dated 23-11-2016 is at Annex-T wherein it has been mentioned that their team visited HED department on 13-10-2016 to resolve the issue but Mr. Hayat, DS (Admn) informed them payment has not yet been done against the order however the payment was already done on 26-06-2016. further the NTN number of Toyota Abbott Motors in the quotation is 7143699-3 whereas payment has been done to Toyota Abbott Motors, Rawalpindi having NTN No. 2672698-0 which is not an authorized dealer. Besides, the supply order issued on 24-02-2016 contained a clause of 25% security deposit which was later on changed to 10% security deposit and hence the older supply order stands null and void. They further intimated that they have held meetings with Mr. Jawad Ashraf (receiver of the cheque) and he has agreed to make payment to the Indus Motors Company on behalf of HED. For that matter, they need a fresh supply order from HED in new date to be accepted by Indus Motor Company and thereafter will supply Hiaces to the HED.

Another meeting of Departmental Purchase Committee was held on 02-12-2016 under the chairmanship of DS (Admn) HED, wherein it was decided to call Mr. Jawad Ashraf (Receiver of the cheques) and Rep of Toyota Abbott Motors, Abbottabad to appear before the committee on 06-12-2016 (Minutes at Annex-U). Sequel to this, the meeting of Purchase committee was held on 06-12-2016 under the chairmanship of Mr. Hayat, DS (admn). Mr. Jawad Ashraf attended the meeting whereas rep of Toyota Abbott Motors was absent. Mr. Jawad Ashraf told the members that he was partner of Sardar Zia

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Nabi of Toyota Abbott Motors and participated in quotation process. However, later on Zia Nabi withdrew his quotation but as per agreement he had to supply the vehicles. He offered that if the department is facing legal complications, then he is ready to return back the amount in 3-4 months. (Minutes at Annex-V).

Hence a letter was issued on 16-12-2016 to Mr. Jawad Ashraf for returning the amount before 09-01-2017 (Annex-W). In response, Mr. Jawad Ashraf, intimated vide letter dated 27-12-2016 that he is moving ahead in the light of agreement signed with DS (Admn) HED on 02-07-2016 and has given order for import of Hiaces from Japan. He termed the demand of HED for return of money as highly unjustified and requested for reconsidering the decision (Annex-X). On the very same date i.e 27-12-2016, he issued another letter stating therein that he has repeatedly informed the HED to receive the vehicles which are parked in Capital Motors Islamabad and that he will not be responsible for any loss to the vehicles (Annex-Y).

The note sheet of the main file reveals that both the above letters were processed on file but DS (Admn) asked the SO(G) to seek quotation from Toyota Khyber Motors, Peshawar and accordingly letter was issued on 16-01-2017 (Annex-Z). Subsequently supply order was issued to Toyota Khyber Motors vide letter dated 22-02-2017 (Annex-AA). It is to mention here that neither approval was taken on file from the competent authority nor the meeting of Purchase Committee was convened. An agreement was signed by Mr. Hayat, DS (Admn), with the MD of M/S Toyota Khyber Motors, Peshawar wherein payment to the company was shown in instalments (Annex-AB). Prior approval was not taken by the Ds (Admn).

Different correspondences were held between the Toyota Khyber Motors and HED. Record on note sheet transpires that decisions were taken by DS (Admn) without bringing into the notice of highups. Finally a letter evenly dated 17-07-2017 was received from Toyota Khyber Motors, addressed to DS (Admn) wherein it has been intimated that they are in continuous coordination with the Ds (Admn) for payment of balance amount for delivery of vehicles but to no avail. They requested for payment of remaining amount (Annex-AC). Toyota Khyber on 21-08-2017 informed the department to make payment of remaining amount of Rs-52,195,385/- as the 20 vehicles have arrived at Karachi Dry port (Annex-AD). On 20-09-2017, HED asked Toyota Khyber Motors to provide 12 Hiace vehicles against the payment of Rs.48129615/- already made. However, till the date of submission of this fact finding report, no delivery has been made yet. Besides, the department also sent letter to Mr. Jawad Ashraf, for providing 100% payment till 02-10-2017 (Annex-AE) but so far no remaining payment has been made.

SECRET

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FINDINGS

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1. Signs of the members of Departmental Purchase Committee are missing on the quotation letters.
2. Method of procurement should have been adopted as per past practice i.e through single source from the authorized dealer of Toyota in Peshawar.
3. Letter for seeking quotations from different authorized dealers is missing.
4. Date on the Toyota Abbott Motors letter pad is mentioned as 05-12-2016 whereas quotations were sought from authorized dealers in January 2016 (Annex-AF)
5. In the supply order it was mentioned that 25% security would be obtained (Annex-F) whereas in the agreement signed with the supplier, 10% security has been mentioned in shape of pay order/ bank guarantee (Annex-H).
6. The Note sheet reveals that an agreement was signed by DS (Admn) on 03-03-2016, however it is not available in file (Annex-G). Another agreement is available in file signed on 02-07-2016 (Annex-H) meaning thereby agreement was signed after full payment in advance on 24.06.2016 to Mr. Jawad Ashraf.
7. The agreement was neither vetted from Law department nor prior approval was taken from competent authority. Furthermore, the agreement also doesn't contain the penalty clause and arbitration clause.
8. It is not known that who received the letter of Toyota Abbot Motors, Abbotabad, dated 17-03-2016, in the department which contained the message that Toyota Abbot Motors withdrew its quotation on the plea that HED falls under PRA of Toyota Khyber Motors, Peshawar (Annex-AG)
9. Despite number of letters received from the Toyota Abbott Motors, the supply order was not cancelled and amount was not withdrawn.
10. In the quotation letter and pre-receipt bill received from Toyota Abbott Motors, the NTN No. has clearly been mentioned as 7143699-3 whereas NTN No for Mr. Jawad Ashraf is 2672698-0 (Annex-AI).
11. The cheque was issued in the name of M/S Toyota Abbott Motors, Bank Al Habib 5513 dated 24-06-2016 which is wrong. The cheque has to be issued in the name of Indus Motors and not the dealer (Annex-AJ)
12. In the taxpayer online verification form in respect of Mr. Jawad Ashraf, the address for Toyota Abbott Motors has clearly been written as F 654, Satellite Town, Near Hamid CNG, Potohar Town, Rawalpindi (Annex-AI). It depicts that the Mr. Jawad Ashraf is not receiving payment for Toyota Abbott Motor, Abbotabad.
13. The backside of stamp paper signed by DS Admn with Mr. Jawad Ashraf on 02-07-2016 also shows the signature of licensee from Rawalpindi (Annex-H).

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14. The notesheet of the file reveals that the case was dealt by Mr. Hayat Khan, DS (Admn) from 13-12-2016 to 07-08-2017 by himself without placing it before the Departmental Purchase Committee or competent authority.

15. The paras 109-112 of notesheet reveals that DS (Admn) directed to call quotations from Toyota Khyber, Peshawar on 16-01-2017 without taking approval from the competent authority or placing before Departmental Purchase Committee (Annex-Z).

16. The record is also not available neither in note sheet nor in file that upon whose direction, supply order was issued to Toyota Khyber Motors, Peshawar on 22-02-2017 (Annex-AA)

17. Again an agreement was signed with Toyota Khyber Motors, Peshawar by Mr. Hayat, DS (Admin) on 16-02-2017 without bringing into notice of highups or Purchase Committee. The agreement was not vetted from Law department (Annex-AB).

18. It is also pertinent to mention here that supply order was issued on 22-02-2017 to Toyota Khyber Motors, Peshawar whereas agreement was signed on 16-02-2017 i.e prior to issuing of supply order.

CONCLUSION.

On the basis of available record and above findings it can be concluded that the case was not dealt as per rules and regulations in vogue and irregularities have been committed. The case was not submitted to high ups for their information and directions or placed before the Departmental Purchase Committee by Mr. Hayat, Ex- DS Admn despite repeated intimations on note sheet by the section. Huge public money is involved in the case and loss to Government ex-chequer is occurring continuously.

RECOMMENDATIONS

On the basis of above fact & finding, following recommendations are submitted for consideration please.

1. FIR be lodged against Mr. Jawad Ashraf for doing fraud with the department. Opinion of Law department may be obtained for recovery of remaining amount under Land Revenue Act.

OR

2. Meeting may be convened with the Law department on immediate basis for adopting legal action against Mr. Jawad Ashraf regarding his fraudulent actions and recovery of remaining amount.

3. The company of Mr. Jawad Ashraf may be black listed.


4. Advice from KPPRA may be obtained as to whether the present supply order to Toyota Khyber Motors is covered under the rules or otherwise.

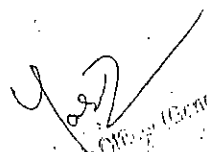
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5. Since huge amount is involved in the issue and continuous loss is occurring to the government, therefore, strict action as per law may be taken against the dealing hands in the case.


8/14/17
MUHAMMAD KABIR AFRIDI
Additional Secretary/ Enquiry Officer


Section Officer (General)
Govt. of Punjab
Lahore

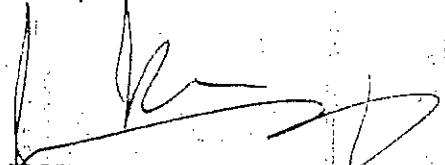
CHARGE SHEET

^B
Annex (14)

I, Muhammad Azam Khan, Chief Secretary, Khyber Pakhtunkhwa, as Competent Authority, hereby charge you, Mr. Muhammad Hayat, Associate Professor of Physics (BS-19) Ex-Deputy Secretary (Admn) in Higher Education Department as follows:-

- i. You were directed in a meeting of the Purchase Committee held on 12-02-2016 to confirm the approved rates from the concerned supplier i.e M/S Toyota Abbott Motors, Abbottabad but you failed to report in black & white as to whom did you contact in Toyota Abbott Motors. Had this been done carefully, the fraud would have been surfaced long before issuance of cheque to the wrong person.
- ii. Pursuant to the first meeting of purchase committee, you entered into an agreement on 03.03.2016 with the Supplier as per record available in shape of the Note Sheet but the Agreement is missing from the file which you caused to be removed from the file maliciously in an effort to benefit the fraudulent Supplier by signing another Agreement (beneficial to the Supplier) on 02.07.2016; after issuance of Supply Order.
- iii. The Supply order issued to Toyota Abbott Motors mention obtaining 25% Security but in violation, you signed an Agreement with 10% Security. You neither approved the agreement from the higher Hierarchy nor was opinion of Law Department obtained. Resultantly, you signed a faulty agreement having no penalty and arbitration clauses; thereby causing loss to government exchequer.
- iv. Toyota Abbott Motors issued a number of letters stating that they have withdrawn the quotation and that you have made payment to a wrong person but you failed to take cognizance to avoid this huge loss to the government. This amounts to collusion with Mr. Jawad Ashraf in fraudulently withdrawing Rs. 100 Million by concealment of facts and tempering of record at your disposal.
- v. When on 26.09.2016, Toyota Abbott Motors claimed again that they have not received any supply order or payment; you, heading a committee, were asked by the purchase committee to probe the matter and report. You visited Abbottabad alongwith the members of the Committee but you failed to report as to whether Toyota Abbott Motors has received the supply order and payment or otherwise. Instead, you only reported that Mr. Zia Nabi, MD of the firm is a friend of Jawad Ashraf. This shows connivance with Mr. Jawad Ashraf and concealment of facts.
- vi. The Cheque was issued to M/S Toyota Abbott Motors, Rawalpindi instead of Indus Motors under your supervision. All this means that you facilitated the public money to go into wrong hands for ulterior motives.
- vii. Mr. Jawad Ashraf had no Vendor Number for issuance of the Cheque. You used your personal influence in obtaining a vendor number for him overnight in your struggle to facilitate him.
- viii. The NTN number of Toyota Abbott Motors Abbottabad as mentioned in the Quotation and pre-receipt bill is 7143699-3 while that for Mr. Jawad Ashraf is 2672698-0. It could be confirmed from online Tax payer verification that the NTN number is of Toyota Abbott Motors situated at Rawalpindi and not at Abbottabad. You failed even to apply this ordinary prudence in safeguarding public money.

- ix. Even the backside of the stamp paper signed by you with Mr. Jawad Ashraf on 02.07.2016 bears signature of the licensee from Rawalpindi which you failed to understand.
 - x. From 13-12-2016 till 07-08-2017, you never took approval or guidance from the higher hierarchy intentionally and kept on playing with the public money. This shows a strong connivance with the fraudulent supplier which you supported for ulterior motives.
 - xi. You issued another Supply order to Toyota Khyber Motors Peshawar on 22.2.2017 without taking approval of the competent authority or the purchase committee without cancelling the earlier supply order and entered into another agreement.
 - xii. Being at the middle management in the department, you never pointed out that as per KPPRA Rules, the purchase has to be made from the authorized dealer at Peshawar instead of going for Quotations which led to the disastrous situation.
2. By reason of the above, you appear to be guilty of misconduct and corruption under rule 03 (b) & (c) of the Khyber Pakhtunkhwa, Peshawar, Govt; Servants (Efficiency and Discipline) Rules 2011 and have rendered yourself liable to all or any of the penalties specified in rule 04 of the Rule ibid.
 3. You are, therefore, required to submit your written defense within seven days of the receipt of this Charge Sheet to the Inquiry Officer/Committee, as the case may be.
 4. Your written defense, if any, should reach the Inquiry Officer/Committee within the specific period, failing which it shall be presumed that you have no defense to put in and in that case ex-parte action shall be taken against you.
 5. You are required to intimate whether you desire to be heard in person.
 6. A statement of allegations is enclosed.


(MUHAMMAD AZAM KHAN)
CHIEF SECRETARY,
KHYBER PAKHTUNKHWA

(16) Amex


DISCIPLINARY ACTION

I, Muhammad Azam Khan, Chief Secretary, Khyber Pakhtunkhwa, as Competent Authority am of the opinion that Mr. Muhammad Hayat, Associate Professor of Physics (BS-19) while posted as Ex-Deputy Secretary (Admn) has rendered himself liable to be proceeded against, as he committed the following acts/omissions, within the meaning of rule 03 of the Khyber Pakhtunkhwa Govt; Servants (Efficiency and Discipline) Rules, 2011.

STATEMENT OF ALLEGATIONS

- i. You were directed in a meeting of the Purchase Committee held on 12-02-2016 to confirm the approved rates from the concerned supplier i.e M/S Toyota Abbott Motors, Abbottabad but you failed to report in black & white as to whom did you contact in Toyota Abbott Motors. Had this been done carefully, the fraud would have been surfaced long before issuance of cheque to the wrong person.
- ii. Pursuant to the first meeting of purchase committee, you entered into an agreement on 03.03.2016 with the Supplier as per record available in shape of the Note Sheet but the Agreement is missing from the file which you caused to be removed from the file maliciously in an effort to benefit the fraudulent Supplier by signing another Agreement (beneficial to the Supplier) on 02.07.2016; after issuance of Supply Order.
- iii. The Supply order issued to Toyota Abbott Motors, mention obtaining 25% Security but in violation, you signed an Agreement with 10% Security. You neither approved the agreement from the higher Hierarchy nor was opinion of Law Department obtained. Resultantly, you signed a faulty agreement having no penalty and arbitration clauses; thereby causing loss to government exchequer.
- iv. Toyota Abbott Motors issued a number of letters stating that they have withdrawn the quotation and that you have made payment to a wrong person but you failed to take cognizance to avoid this huge loss to the government. This amounts to collusion with Mr. Jawad Ashraf in fraudulently withdrawing RS. 100 Million by concealment of facts and tempering of record at your disposal.
- v. When on 26.09.2016, Toyota Abbott Motors claimed again that they have not received any supply order or payment; you, heading a committee, were asked by the purchase committee to probe the matter and report. You visited Abbottabad alongwith the members of the Committee but you failed to report as to whether Toyota Abbott Motors has received the supply order and payment or otherwise. Instead, you only reported that Mr. Zia Nabi, MD of the firm is a friend of Jawad Ashraf. This shows connivance with Mr. Jawad Ashraf and concealment of facts.
- vi. The Cheque was issued to M/S Toyota Abbott Motors, Rawalpindi instead of Indus Motors under your supervision. All this means that you facilitated the public money to go into wrong hands for ulterior motives.
- vii. Mr. Jawad Ashraf had no Vendor Number for issuance of the Cheque. You used your personal influence in obtaining a vendor number for him overnight in your struggle to facilitate him.

- viii. The NTN number of Toyota Abbott Motors Abbottabad as mentioned in the Quotation and pre-receipt bill is 7143699-3 while that for Mr. Jawad Ashraf is 2672698-0. It could be confirmed from online Tax payer verification that the NTN number is of Toyota Abbott Motors situated at Rawalpindi and not at Abbottabad. You failed even to apply this ordinary prudence in safeguarding public money.
 - ix. Even the backside of the stamp paper signed by you with Mr. Jawad Ashraf on 02.07.2016 bears signature of the licensee from Rawalpindi which, you failed to understand.
 - x. From 13-12-2016 till 07-08-2017, you never took approval or guidance from the higher hierarchy intentionally and kept on playing with the public money. This shows a strong connivance with the fraudulent supplier which you supported for ulterior motives.
 - xi. You issued another Supply order to Toyota Khyber Motors Peshawar on 22.2.2017 without taking approval of the competent authority or the purchase committee without cancelling the earlier supply order and entered into another agreement.
 - xii. Being at the middle management in the department, you never pointed out that as per KPPRA Rules, the purchase has to be made from the authorized dealer at Peshawar instead of going for Quotations which led to the disastrous situation.
2. For the purpose of formal inquiry against the said accused with reference to the above allegations, an inquiry officer/inquiry committee, consisting of the following, is constituted under rule 10(1) (a) of the ibid rules.
- i. _____
 - ii. _____
3. The inquiry officer/inquiry committee shall, in accordance with the provisions of the ibid rules, provide reasonable opportunity of hearing to the accused, record its findings and make, within thirty days of the receipt of this order, recommendations as to punishment or other appropriate action against the accused.
4. The accused and a well conversant representative of the department shall join the proceedings on the date, time and place fixed by the inquiry officer/inquiry committee.


(MUHAMMAD AZAM KHAN)
CHIEF SECRETARY,
KHYBER PAKHTUNKHWA

D
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To

Syed Kamran Shah Secretary Finance,

FATA Secretariat Peshawar

Subject: Irregularities in pursuance of 25 Nos. Hiace under ADP No. 545/150025 (2015-16)

Dear Sir,

Please refer to the Government of Khyber Pakhtunkhwa, Higher Education Department letter bearing NO.SOG/HE/ADP-545/150025 (2015-16) DATED 6TH OF February, 2018 on the subject noted above through which I have been directed to submit my written reply to your honor regarding the charges leveled against me in the charge sheet in statement of allegations. Annotated reply to the charges is submitted as under:-

I. You are directed in a meeting of purchase committee held on 12/02/2016 to confirm the approved rates from the concerned supplier M/S Toyota Abbott Motor Abbottabad, but you fail to report in black and white as to how did you contact in Toyota Abbott motors. Had this been done carefully the fraud would have been surface long before issuance of check to wrong person.

ANS: Admitted to the extent that I was verbally directed by the chair to contact the concern supplier with regard to confirmation of the approved rate through telephone (as evident from the minutes duly circulated on 19/02/2016) which I compiled a letter and spirit and the confirmation report was given verbally to the chairman purchase committee. Therefore supply order was issue to the firm on 24/02/2016 (Copies of minute and supply order are enclosed on Annex A and B). So the charge leveled against on is quit baseless and fabricated.

II. Person to the first meeting of purchase committee you enter into an agreement on 03/03/2016 with the supplier as per record available in the shape of note sheet but the agreement is missing from the file, which you cause to remove from the file maliciously in an effort you benefit the fraudulently supplier by signing another agreements (beneficial to the supplier) on 02/07/2016, after issuance of supply order

Ans: Not admitted. It is quite clear from the note sheet Para No 69-71 sign by accountant that meeting was held on 27/04/2016, under the chairmanship of special Secretary in was decided to release the 25% CDR, because the sanctioned was delayed in finance department. This department will again made agreement deed on the same term and condition with sole manufacture will be made and CDR @ of 10% will deposited by the company, which is also clear from the note sheet Para 43 and 44/N which shows 25 % CDR was released by accountant/SOG. The Agreement deed has nothing illegal. Human error and mistake on the part of record keeper cannot be made a case against me being responsible officer. (Annexure attached on Flag Z)

III. The supply order issued to Toyota Abbott Motors mentioned obtaining 25% Security but in violation you signed an Agreement with 10% Security. You neither approved the agreements from the Higher Hierarchy nor were opinioned of Law department obtained reluctantly. You signed a faulty agreement having no penalty an arbitration classes thereby causing lost to Government exchequer.

Ans: Not admitted the agreement was signed in accordance with the KPPRA rules with 10 % Security as per recommendation of the accountant and SOG vides Para 27 and 28 of the note sheet dated 03/03/2016. The agreement was signed as per practice in vogue.

Also discussed in reply of Para 2.

The Agreement contained all the relevant clauses which are required for a legal deed. (Copies of Agreement deed & Note Sheet are attached at Annex-C & D). Thus the charge is malafide and baseless.

iv. Toyota Abbott Motors issued a number of letters stating that they have withdrawn the quotation and that you have made payment to a wrong person but you failed to take cognizance to avoid this huge loss to the government. This amounts to collusion with Mr. Jawad Ashraf in fraudulently withdrawing Rs. 100 Million by concealment of facts and tempering of record at your disposal.

Ans:- Not admitted. Toyota Abbott Motors issued withdrawn of the Quotation letter on 06-09-2016. A prompt action was taken and meeting of the purchase committee was called on to come up with further course of action. The purchase Committee in its meeting dated 20-10-2016 constituted a sub-committee to visit Toyota Abbott Motors Abbottabad to inquire about the matter. The Committee submitted detailed report alongwith enclosure (Copies of relevant Note Sheet, minutes of the meeting & report of the sub-committee are enclosed at Annex-E, F & G).

It is behind comprehension to charge some body for action or any illegal activity committed. No loss has been incurred to Government Exchequer as identification and issuance of the Cheque/Payment and verification of the individual receiving payment/cheque is the responsibility of Accountant/SO(G). No orders verbal/written is passed to issue cheque or money to unauthorized person. Nothing has been mentioned or practiced material evidence to prove concealment of facts and tempering of records against the undersigned. The charge is void of material facts.

v. When on 26-09-2016, Toyota Abbott Motors claimed again that they have not received any Supply order or Payment; you, heading a committee, were asked by the Purchase Committee to probe the matter and report. You visited Abbottabad alongwith the members of the Committee but you failed to report as to whether Toyota Abbott Motors has received the supply order and payment otherwise. Instead, you only reported that Mr. Zia Nabi, MD of the firm is a friend of Jawad Ashraf. This shows connivance with Mr. Jawad Ashraf and concealment of facts.

Ans:- Not admitted. Being member of the Sub Committee nominated by the purchase committee. I alongwith other members of the committee visited Toyota Abbott Motors Abbottabad and submitted a detailed report along with relevant documents and written statement of all the concerned with the case. The same was presented to purchase committee wherein no reservation/observation or additional requirements were directed by the purchase committee. So the purchase Committee was quite satisfied with the report submitted by sub-committee. The charge is misleading and against material facts.

vi. The Cheque was issued to M/S Toyota Abbott Motors, Rawalpindi instead of Indus Motors under your supervision. All this mean that you facilitated the public money to go into wrong hands for ulterior motives.

Ans:- Not admitted. There is nothing on cheque about Toyota Abbott Motors Rawalpindi. The cheque was issued by SO(G)/ Accountant to M/S Toyota Abbott Motors Abbottabad. (Copy of Cheque is enclosed at Annex-H). The charge is incorrect and malafide.

vii. Mr. Jawad Ashraf has no Vendor Number for issuance of the Cheque. You used your Personal influence in obtaining a vendor number for him overnight in your struggle to facilitate him.

Ans:- Misleading/ Not True and baseless. The charge is without merit and tangible evidence. If any proof is provided that I have misused my authority for obtaining vendor No for the firm, I may be held responsible, so the charge is totally based on imagination and just to tease and drag the undersigned.

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viii. The NTN number of Toyota Abbott Motors Abbottabad as mentioned in the Quotation and pre-receipt bill is 7143699-3 while that for Mr. Jawad Ashraf is 2672698-0. It could be confirmed from online Tax payer verification that the NTN number is of Toyota Abbott Motors situated at Rawalpindi and not in Abbottabad. You failed even to apply this ordinary prudence in safeguarding public money.

Ans. Not admitted. The bill of payment was processed by the Accountant HED in the Accountant General office and the GST was deducted from M/S Toyota Abbot Motors as evident from the Certificate issued by AG KPK (Copy enclosed at Annex-I).

ix. Even the backside of the Stamp Paper signed by you with Mr. Jawad Ashraf on 02-07-2016 bear signature of the licensee from Rawalpindi which you failed to understand.

Ans:- Not admitted. The back side of the stamp paper only reflects the residential address or office of Mr. Jawad Ashraf, obtaining Stamp paper from Zeeshan Quraishi Licence No. 849 Rawalpindi is a Stamp vender and there is no restriction of obtaining Stamp Paper from any authorized Vender.

x. From 13-12-2016 till 07-08-2017, you never took approval or guidance from the higher hierarchy intentionally and kept on playing with the public money. This shows a strong connivance with the fraudulent supplier which supported for ulterior motives.

Ans:- Not admitted. Note sheet is quite visible evidence showing so many activities such as recovery of Millions Rupees, its further payment to Khyber Motors Peshawar, and taking commitment of Mr. Jawad Ashraf for early recovery and obtaining original documents of his property as a guarantee amounting approximately 300 Millions with the consultancy of S.O (Litigation) HED (placed on record with Accountant HED). (Copy of agreement is enclosed at Annex-J) As a result of it Khyber Motors Peshawar has supplied 12 Hi-aces so far. Further added that Mr. Jawad Ashraf and the firm was compelled and committed to provide interest to Government on the remaining amount as per policy/rules of the Recovery.

The above step is a clear indication and a positive approach to record and make it a transparent transaction. For further confirmation statement of Mr. Jawad Ashraf or any relevant person about the stated narration could be recorded on oath. The Charge is totally wrong, baseless and mala fide.

xi. You issued another Supply order to Toyota Khyber Motors Peshawar on 22-02-2017 without taking approval of the competent authority or the purchase committee without cancelling the earlier supply order and entered into another agreement.

Ans:- Admitted to the Extent that Previous meetings/process of purchase was done in good faith. Quotations were solicited from different authorized dealers of Indus Motors Karachi in the province to purchase vehicles for different colleges of the province in accordance with rules & regulations. The earlier agreement with Toyota Abbott Motors Abbotabad was automatically become invalid when recovery was started. The Sales Manager, Khyber Motors Peshawar visited my office several time and was agree upon supply of vehicles on the same terms & conditions. Thus agreement deed was executed with the firm being sole distributor in the best public interest (copy of agreement deed is enclosed at Annex-K).

xii. Being at the middle management in the department, you never pointed out the KPPRA Rules, the purchase has to be made from the authorized dealer at Peshawar instead of going for Quotations which led to the disastrous situation.

Ans:- Not Admitted. The Purchase was made for different colleges of the Province and the said firm, was also authorized dealer of Sole Distributer (i.e. Indus Motors Karachi) and was agreed upon delivery of vehicles at specific stations where required. It is worth mentioning that neither notified territorial jurisdiction for procurement of vehicles was mentioned in KPPRA Rules nor the Procurement of vehicles was meant only for Peshawar District. Besides this, the rates quoted

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by the firm were the lowest one and duly approved by the Purchase Committee (copy of comparative statement is enclosed at Annex-L). The charge is baseless and misleading.

In view of the foregoing factual position, it is humbly prayed that I may kindly be exonerated from the charges levelled against me and oblige.

Sincerely yours



13/2/2018

(Muhammad Hayat)
Associate Professor (B:19)
Ex-Deputy Secretary (Admin) HED

Confidential

INQUIRY

Subject: IRREGULARITIES IN PURCHASE OF 25 NOS. HI-ACES UNDER ADP NO.545/150025 (2015-16)

Through the Government of Khyber Pakhtunkhwa, Higher Education Department Notification No.SOG/HE/ADP-545/150025 (2015-16) dated 06.02.2018, the undersigned (Syed Kamran Shah, PCS-SG BS-20, Secretary Finance FATA Secretariat Peshawar) has been assigned as the inquiry officer to conduct disciplinary proceedings against the following accused officer/officials of Higher Education Department, Peshawar under the Khyber Pakhtunkhwa Government Servants (Efficiency and Discipline) Rules, 2011 (Annex-A): -

- 1) Muhammad Hayat, Associate Professor of Physics (BS-19) Ex-Deputy Secretary (Admn) in Higher Education Department:
- 2) Rahmani Gul, Section Officer (PMS BS-17) Higher Education Department
- 3) Imtiaz Ali, Superintendent/Accountant (BS-17) Higher Education Department.

2. According to the Statements of Allegations/Charge Sheets served upon the accused Officers/Officials vide the Higher Education Department, Govt of Khyber Pakhtunkhwa, Peshawar letter No.SOG/HE/ADP-545/150025/2015-16 dated 06.02.2018 (Annex-B), they have been charged respectively as under: -

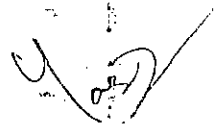
A. Muhammad Hayat, Associate Professor of Physics (BS-19) Ex-Deputy Secretary (Admn) in Higher Education Department (Annex-C):

- i. You were directed in a meeting of the Purchase Committee held on 12.02.2016 to confirm the approved rates from the concerned supplier i.e M/S Toyota Abbott Motors, Abbottabad but you failed to report in black & white as to whom did you contact in Toyota Abbott Motors. Had this been done carefully, the fraud would have been surfaced long before issuance of cheque to the wrong person.
- ii. Pursuance to the first meeting of purchase committee, you entered into an agreement on 03.03.2016 with the Supplier as per record available in shape of the Note Sheet but the Agreement is missing from the file which you caused to be removed from the file maliciously in an effort to benefit the fraudulent Supplier by signing another Agreement (beneficial to the Supplier) on 02.07.2016; after issuance of Supply Order.
- iii. The Supply Order issued to Toyota Abbott Motors mention obtaining 25% Security but in violation, you signed an Agreement with 10% Security. You neither approved the agreement from the higher Hierarchy nor was opinion of Law Department obtained. Resultantly, you signed a faulty agreement having no penalty and arbitration clauses; thereby causing loss to government exchequer.

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- iv. Toyota Abbott Motors issued a number of letters stating that they have withdrawn the quotation and that you have made payment to a wrong person but you failed to take cognizance to avoid this huge loss to the government. This amounts to collusion with Mr. Jawad Ashraf in fraudulently withdrawing Rs.100 Million by concealment of facts and tempering of record at your disposal.
- v. When on 26.09.2016, Toyota Abbott Motors claimed again that they have not received any supply order or payment; you, heading a committee, were asked by the purchase committee to probe the matter and report. You visited Abbottabad alongwith the members of the Committee but you failed to report as to whether Toyota Abbott Motors has received the supply order and payment or otherwise. Instead, you only reported that Mr. Zia Nabi, MD of the firm is a friend of Jawad Ashraf. This shows connivance with Mr. Jawad Ashraf and concealment of facts.
- vi. The Cheque was issued to M/S Toyota Abbott Motors, Rawalpindi instead of Indus Motors under your supervision. All this means that you facilitated the public money to go into wrong hands for ulterior motives.
- vii. Mr. Jawad Ashraf had no Vendor Number for issuance of the Cheque. You used your personal influence in obtaining a vendor number for him overnight in your struggle to facilitate him.
- viii. The NTN number of Toyota Abbott Motors Abbottabad as mentioned in the Quotation and pre-receipt bill is 7143699-3 while that for Mr. Jawad Ashraf is 2672698-0. It could be confirmed from online Tax payer verification that the NTN number is of Toyota Abbott Motors situated at Rawalpindi and not at Abbottabad. You failed even to apply this ordinary prudence in safeguarding public money.
- ix. Even the backside of the stamp paper signed by you with Mr. Jawad Ashraf on 02.07.2016 bears signature of the licensee from Rawalpindi which you failed to understand.
- x. From 13.12.2016 till 07.08.2017, you never took approval or guidance from the higher hierarchy intentionally and kept on playing with the public money. This shows a strong connivance with the fraudulent supplier which you supported for ulterior motives.
- xi. You issued another Supply Order to Toyota Khyber Motors Peshawar on 22.02.2017 without taking approval of the competent authority or the purchase committee without cancelling the earlier supply order and entered into another agreement.
- xii. Being at the middle management in the department, you never pointed out that as per KPPRA Rules, the purchase to be made from the authorized dealer at Peshawar instead of going for Quotations which led to the disastrous situation.



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B. Rahmani Gul, Section Officer (PMS BS-17) Higher Education Department (Annex-D).

- i. You prepared the cheque number 1352571 dated 24.06.2016 for a huge amount of Rs.91287000/- in the name of Toyota Abbott Motors instead of Indus Motors. As per past practice, almost a year ago, you prepared a similar cheque for even higher amount for purchase of 50 vehicles in the name of Indus Motors. The deviation from the laid down procedure can be interpreted as connivance with the fraudulent Supplier.
- ii. While processing bill in the name of Toyota Abbott Motors, Abbottabad; you failed to ask for the verified vendor number of the Firm; instead you helped in obtaining a vendor number for the fraudulent Firm situated at Rawalpindi and hence the cheque went into the wrong hands.

C. Imtiaz Ali, Superintendent/Accountant (BS-17) Higher Education Department (Annex-E).

- i. You prepared the cheque number 1352571 dated 24.06.2016 for a huge amount of Rs.91287000/- in the name of Toyota Abbott Motors instead of Indus Motors. As per past practice, almost a year ago, you prepared a similar cheque for even higher amount for purchase of 50 vehicles in the name of Indus Motors. The deviation from the laid down procedure can be interpreted as connivance with the fraudulent Supplier.
- ii. While processing bill in the name of Toyota Abbott Motors, Abbottabad; you failed to ask for the verified vendor number of the Firm; instead you helped in obtaining a vendor number for the fraudulent Firm situated at Rawalpindi and hence the cheque went into the wrong hands.

BACKGROUND/HISTORY

3. It has originated from the procurement case/process of 25 vehicles under the Higher Education Department's ADP scheme titled "Transport Facility to the Staff of Government Colleges" approved by the Provincial Development Working Party (PDWP) at the total cost of Rs.100.00 Million for financial year 2015-16. Procurement process for purchase of 25 Toyota Hiace Vehicles was initiated back in February 2016. The accused Muhammad Hayat, originally Associate Professor of Physics (BS-19), belonging to Teaching Cadre of Higher Education Directorate, was serving as Deputy Secretary (Admn), Higher Education Department, whereas accused Rahmani Gul and accused Muhammad Imtiaz were then posted respectively as Section Officer (General) and Accountant in Higher Education Department.

4. The Supply Order was placed to M/S Toyota Abbott Motors, Mansehra Road, Abbottabad and an agreement was executed with its Managing

Director, Sardar Zia Nabi. However, subsequently another agreement was signed with Mr. Jawad Ashraf, Toyota Abbott Motors, who was neither an authorized representative of nor was holding any official position in the actual supplying firm (M/S Toyota Abbott Motors, Mansehra Road, Abbottabad). The payment of Rs.9,12,87,000/- on that account was also irregularly made to Mr. Jawad Ashraf instead of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad. Subsequently, a Schedule of Repayment was executed with him (Mr. Jawad Ashraf) for retrieval of the wrongfully paid money. Afterwards another supply order for procurement of 25 vehicles was issued on 22.02.2017 to Toyota Khyber Motors, Peshawar after, interestingly, execution of Agreement Deed with the said authorized dealer on 16.02.2017. Seemingly, all these actions were taken and transactions made at the level of the accused officers/officials without formal processing and approval of the competent authority/higher authorities.

5. On surfacing of the irregularities committed in the said procurement case, the instant disciplinary proceedings have been initiated against the three accused officers/official charge sheeted by Higher Education Department, Govt of Khyber Pakhtunkhwa. Mr. Muhammad Yasin, Section Officer (General), Higher Education Department has been assigned as the Departmental Representative for the instant inquiry. The disciplinary proceedings were held on 09.02.2018, 13.02.2018, 14.02.2018, 15.02.2018, 16.02.2018 and 19.02.2018.

6. During the course of the inquiry the following officers/officials/persons, also including the 03 accused officials, were heard, examined, cross questioned and their statements recorded: -

- i) Accused Muhammad Hayat, the then Deputy Secretary (Admn) in Higher Education Department (Annex-F). (His replies to the Questionnaire is at Annex-G).
- ii) Accused Rahmani Gul (PMS BS-17), the then Section Officer (General) Higher Education Department (Annex-H). (His replies to the Questionnaire is at Annex-I).
- iii) Accused Irtiaz Ali, the then Accountant Higher Education Department (Annex-J) (His replies to the Questionnaire is at Annex-K).
- iv) Mr. Muhammad Ayaz Khan, Deputy Secretary (Admn), Higher Education Department (Annex-L). He was also heard and questioned in the presence of the accused officials and the Departmental Representative.
- v) Mr. Khushi Muhammad, Section Officer (Litigation) Higher Education Department (Annex-M). He was also heard in person and questioned in the presence of the accused officials and the Departmental Representative.
- vi) Mr. Aziz Muhammad, originally AD Accounts at Directorate of Higher Education, presently serving as Section Officer (B&A)

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Higher Education Department (Annex-N). He was also heard in person and questioned in the presence of the accused officials and Departmental Representative.

vii) Mr. Abdul Ghafoor Baig, Commissioner D.I.Khan (the then Special Secretary, Higher Education Department). He was engaged telephonically as well as through a formal questionnaire for ascertaining factual position (Annex-O).

viii) Mr. Jawad Ashraf, so called owner of the Toyota Abbott Motors, Rawalpindi. He was heard in person and cross examined in the presence of the Departmental Representative (Mr. Muhammad Yasin, Section Officer General, Higher Education Department), accused Muhammad Hayat and accused Rahmani Gul.

FACTS

7. In the light of the statements/examination of the three accused functionaries as well as other officers/officials/persons and perusal of the relevant record, the following facts have come out: -

- i) An ADP (2015-16) Scheme titled "Transport Facility to the Staff of Government Colleges" with total cost of Rs.100.000 million was approved by the PDWP forum on 08.10.2015. The scheme provided for the purchase of 25 Toyota Hi-ace Vehicles for transport/pick & drop facilities to the teaching staff of the Government Colleges (Male/Female) (Annex-P).
- ii) Higher Education Department, Govt of Khyber Pakhtunkhwa constituted a Departmental Committee for Works and Service in vide its Notification No.SOG/HE/Purchase/2015-16/75 dated 04.01.2016 (Annex-Q).
- iii) Meanwhile, Finance Department, Govt. of KP released the funds amounting to Rs.25.00 Million through its letter No.SO(Dev-I)/FD/3-1/HE/2015-16 dated 26.11.2015 and Rs.75.00 Million vide No.SO(Dev-I)/FD/3-1/HE/2015-16 dated 25.01.2016, where after Higher Education Department issued the requisite sanction for the said scheme vide No. SO(Dev-1)FD/3-1/HE/2015-16 dated 12.02.2016 (Annex-R).
- iv) Initiating the procurement process, Higher Education Department obtained Quotations from different authorized dealers of Toyota and a comparative statement was prepared for the Departmental Purchase Committee (Annex-S).
- v) First Meeting of the Departmental Purchase Committee was held on 12.02.2016, which was chaired by Special Secretary Higher Education Department.
- vi) Out of the five contending parties, the rates offered by M/S Toyota Abbott Motors, Mansehra Road, Abbottabad were approved for

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being the lowest i.e. Rs. 37,80,000/- per vehicle and 75% Advance Payment (Annex-T) (Minutes of the meeting dated 12.02.2016 is attached at Annex-U).

- vii) Accordingly, the supply order was issued to Managing Director, Toyota Abbott Motors, Mansehra Road, Abbottabad vide the Higher Education Department, Govt. of Khyber Pakhtunkhwa letter No.SOG/HE/Procurement/2015-16 dated 24.02.2016 for supply of 25 Toyota Hi-ace Vehicles (Annex-V).
- viii) Subsequently, an agreement was executed between the Higher Education Department and M/S Toyota Abbott Motors, Mansehra Road, Abbottabad on 03.03.2016 for supply of 25 Toyota Hi-ace Vehicles. It was signed by the accused Muhammad Hayat, the then DS (Admn), on behalf of Higher Education Department and Sardar Zia Nabi, MD from the other side.
- ix) Higher Education Department approached Finance Department Govt. of KP through its letter No.SOG/HE/Procurement/2015-16 dated 04.03.2016, seeking sanction for 100% advance payment to the supplying firm on that account (Annex-W).
- x) The requisite sanction of Finance Department was accorded vide its letter No.SO (Dev-I)FD/3-1/HE/2015-16 dated 10.06.2016 for 100% advance payment to the suppliers concerned (Annex-X).
- xi) Higher Education Department issued sanction order bearing No.SOG/HE/ADP-545/150025/2015-16 dated Nil accordingly (Annex-Y).
- xii) Subsequently, the cheque No.1352571 dated 24.06.2016 for Rs.9,12,87,000/- in the name of M/S Toyota Abbott Motors on account of the cost (100% advance payment) of 25 Toyota Hi-ace vehicles, accompanied with the Higher Education Department covering letter No.SOG/HE/Accounts/2015-2016 dated 28.06.2016 addressed to M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, was handed over to Mr. Jawad Ashraf on 28.06.2016 (Annex-Z).
- xiii) Subsequently, a second Agreement Deed was executed on 02.07.2016 by the accused Muhammad Hayat, the then DS (Admn), at his own level with Mr.Jawad Ashraf, purportedly representing so called M/S Toyota Abbott Motors and not the original suppliers, M/S Toyota Abbott Motors, Mansehra Road, Abbottabad.
- xiv) A reference dated 06.09.2016, addressed to DS (Admn) Higher Education Department, was received from M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, quoting their previous letter dated 01.05.2016 and intimating about non-receipt of supply order & payment, and hence withdrawal of their Quotation (Annex-AA).

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- xv) Afterwards, another letter dated 13.10.2016 was received from M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, informing that Higher Education Department falls under the PRA of Toyota Khyber Motors Peshawar, so they could not entertain its request (Annex-BB). Yet again another letter dated 04.11.2016 was received from them, reiterating withdrawal of their quotation (Annex-CC). In response, Higher Education Department through its letter dated 09.11.2016 sought clarifications from M/S Toyota Abbot Motors, Abbottabad (Annex-DD).
- xvi) Meetings of the Purchase Committee were held on 20.10.2016 (Annex-EE), 02.12.2016 (Annex-FF) and 06.12.2016 (Annex-GG). The last meeting was also attended by Mr. Jawad Ashraf, while the representative of Toyota Abbott Motors, Mansehra Road, Abbottabad (Sardar Zia Nabi) did not turn up.
- xvii) An agreement was executed with Mr. Jawad Ashraf for retrieval/repayment of the irregularly paid amount of Rs.9,12,87,000/- (Annex-HH).
- xviii) Meanwhile, Higher Education Department vide its letter No.SOG/HE/Procurement/2015-16 dated 16.01.2017 solicited a Quotation from M/S Toyota Khyber Motors, Peshawar for purchase of 25 Toyota Hi-ace Vehicles (Annex-II).
- xix) Subsequently, the supply order, with 25% Advance Payment, was issued to M/S Toyota Khyber Motors vide the Higher Education Department letter No. SOG/HE/Procurement/2015-16 dated 22.02.2017 (Annex-JJ).
- xx) Accordingly, on 16.02.2017 an agreement was executed by the accused Muhammad Hayat, the then DS (Admn) Higher Education Department, with the MD of Toyota Khyber Motors, Peshawar for supply of 25 Toyota Hi-ace Vehicles (Annex-KK).
- xxi) Higher Education Department was requested, interalia, through the M/S Toyota Khyber Motors Peshawar letter dated 21.08.2017 for making payment of the remaining amount of Rs.5,21,95,385/- as 20 vehicles had arrived at the Karachi Dry Port (Annex-LL).
- xxii) Higher Education Department asked M/S Toyota Khyber Motors Peshawar on 20.09.2017 to provide 12 Toyota Hi-ace Vehicles against the payment of Rs.4,81,29,615/- already made to them (M/S Toyota Khyber Motors) (Annex-MM).
- xxiii) The department also sent a letter to Mr. Jawad Ashraf, for providing 100% payment till 02.10.2017 (Annex-NN).

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FINDINGS

8. As a result of the interviews/hearings of the accused officers/officials as well as other functionaries/officers/persons concerned,

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perusal of their statements and examination of the relevant record, the following findings have come-out: -

- i) . Respective tenures of the incumbents of the positions of Secretary Higher Education, Govt. of KP, Special Secretary Higher Education Department (Mr. Abdul Ghafoor Baig) and the three accused officials in the context of and corresponding to the said procurement process/case were as under: -

A) SECRETARY HIGHER EDUCATION

S.No.	Name of Officer	From	To
1.	Farah Hamid Khan	04.02.2016	16.05.2016
2.	Muhammad Saleem	16.05.2016	10.11.2016
3.	Muhammad Faheem Wazir (Dual Charge)	01.08.2016	09.11.2016
4.	Syed Zafar Ali Shah	10.11.2016	Till Now.

B) SPECIAL SECRETARY HIGHER EDUCATION

S.No.	Name of Officer	From	To
1.	Abdul Ghafoor Baig	11.02.2013	27.09.2017

C) TENURES OF THE ACCUSED OFFICERS/OFFICIALS

S.No.	Name of Officer	From	To
1.	Muhammad Hayat, Ex-DS (Admn)	31.07.2015	15.08.2017
2.	Rahmani Gul Ex-Section Officer (General)	28.08.2012	27.01.2017
3.	Imtiaz Ali (Superintendent/Accountant)	01.08.2001	Till Now.

- ii) The Departmental Committee for procurement of Works and Services, constituted by the Higher Education Department, Govt. of Khyber Pakhtunkhwa vide its Notification No.SOG/HE/Purchase/2015-16/75 dated 04.01.2016, was headed by the Administrative Secretary (Annex-Q) but its meetings convened in connection with the procurement of 25 Toyota Hi-ace Vehicles, under the ADP (2015-16) Scheme titled "Transport Facility to the Staff of Government Colleges" with total cost of Rs.100.000 million (Annex-P), since its first sitting dated 12.02.2016, were never chaired by the Secretary Higher Education. The first meeting was in fact assigned to Mr. Abdul Ghafoor Baig, Special Secretary HED, who chaired on behalf of the Administrative Secretary.

- iii) As per the provision of sub-rule (c)(iv) of Rule 10 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules 2014, for procurement of 25 Toyota Hi-ace Vehicles a single

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quotation should have been called from and supply order placed with the local authorized dealer of the sole manufacturer (Indus Motors), which was M/S Toyota Khyber Motors, Peshawar in this case. Instead the accused Muhammad Hayat, the then DS (Admn) HED obtained quotations, through telephonic contact, from different dealers of M/S Indus Motors. He has admitted the fact but claims that the quotations had been collected, seven to ten days prior to the first meeting of the purchase committee held on 12.02.2016, at the verbal instructions of Mr. Abdul Ghaffor Baig, the then Special Secretary HED (please peruse reply to Question No.6 of Questionnaire (at Annex-G). However, Mr. Abdul Ghaffor Baig, the then Special Secretary HED has denied giving any such verbal direction on his part and instead asserts that the quotations seemed to have been collected well before the first meeting of the Departmental Purchase Committee, held on 12.02.2016, was entrusted to him as per orders of the Administrative Secretary passed on through her Private Secretary, (please peruse Mr. Abdul Ghaffor Baig's replies to Questions No.2, 3, 4 & 5 of the Questionnaire (Annex-O). Nothing is available on record to substantiate the claim of the accused Muhammad Hayat as to calling the quotations at the verbal direction of the then Special Secretary HED.

- iv) As mentioned earlier, the first meeting of the Departmental Purchase Committee, held on 12.02.2016, was chaired by Special Secretary HED on the direction of the Administrative Secretary whose minutes were also formally submitted to the latter and approved by her (please peruse reply of Mr. Abdul Ghaffor Baig to Question No.3 of the Questionnaire at Annex-O). During the course of meeting, the accused Muhammad Hayat was verbally directed by the chair to confirm the approved rates from M/S Toyota Abbott Motors, Mansehra Road, Abbottabad. As per the accused Muhammad Hayat's own statement at Annex-F and Annex-G (please perused his reply to Question No.8 of the Questionnaire), he got the rates telephonically confirmed from Sardar Zia Nabi, MD Toyota Abbott Motors, Mansehra Road, Abbottabad but did not report the confirmation in writing to the Chairman of the Purchase Committee; the accused officer asserted that he informed the Special Secretary verbally.
- v) The Purchase Committee in its said meeting approved, out of the five contenders, the Offer/Quotation of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad for being the lowest i.e. Rs. 37,80,000/- per vehicle and 75% Advance Payment (Annex-T). Had the Department followed the relevant rules, the supply order would have been placed directly with the Indus Motors (the sole actual manufacturer) or its authorized local dealer, M/S Toyota Khyber Motors, Peshawar.
- vi) Subsequently, Higher Education Department, Govt. of Khyber Pakhtunkhwa vide its letter No.SOG/HE/Procurement/2015-16

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dated 24.02.2016 issued the supply order to Managing Director, Toyota Abbott Motors, Mansehra Road, Abbottabad for supply of 25 Toyota Hi-ace Vehicles with the direction, inter alia, to submit 25% security in shape of CDR/Bank Guarantee (Annex-V). The supply order was handed over to Sardar Zia Nabi MD Toyota Abbott Motors, Mansehra Road, Abbottabad personally. It is worth noting that formal approval for issuance of the supply order was not obtained from the Competent Administrative Authority, rather it was done at the level of the accused Muhammad Hayat, the then DS (Admn).

- vii) Accordingly, Higher Education Department inked a contract with M/S Toyota Abbott Motors, Mansehra Road, Abbottabad on 03.03.2016 for supply of 25 Toyota Hi-ace Vehicles. It was authenticated/executed by the accused Muhammad Hayat, the then DS (Admn) HED, at his level **without prior approval of the Secretary HED/Principal Accounting Officer** and legal vetting of the (draft) agreement by the Finance Department or Law Department. Sardar Zia Nabi, MD Toyota Abbott Motors, Mansehra Road, Abbottabad signed the agreement from the other side. The original copy of the Agreement Deed dated 03.03.2016 is not available in the relevant file/record; which according to the statement of the accused Imtiaz Ali (Accountant), and endorsed by the accused Rahmani Gul (the then SOG, HED), had been returned by the accused Muhammad Hayat, the then DS (Admn) in his presence to Mr. Jawad Ashraf in the former's Office (DS Admn HED office), after executing a subsequent Agreement Deed with the latter (Mr. Jawad Ashraf) on 02.07.2016 (please peruse reply to the Question No.6 of the Questionnaire at Annex-K and reply to Question No.7 of the Questionnaire at Annex-I).
- viii) Subsequently, Higher Education Department requested Finance Department, Govt. of KP through its letter No.SOG/HE/Procurement/2015-16 dated 04.03.2016, for sanction of 100% advance payment, **instead of 75% as per the relevant Quotation**, to the supplying firm on that account (Annex-W). Moreover, **instead of the full title of the suppliers i.e. M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, only M/S Toyota Abbott Motors was mentioned** in the said letter dated 04.03.2016. This omission, whether deliberate or inadvertent, was manipulated at later stage. The said reference was made to Finance Department, at the behest of the accused Muhammad Hayat (the then DS Admn), again without formal approval of the Competent Authority.
- ix) Finance Department conveyed the requisite sanction vide its letter No.SO (Dev-I)FD/3-1/HE/2015-16 dated 10.06.2016 for 100% advance payment to the suppliers concerned, naming them as M/S Toyota Abbott Motors instead of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad (Annex-X). As stated earlier, this omission helped making payment to a wrong person/unauthorized

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individual (Mr. Jawad Ashraf) instead of the actual party, namely M/S Toyota Abbott Motors, Mansehra Road, Abbottabad.

- x) Later on, an undated sanction order bearing No.SOG/HE/ADP-545/150025/2015-16 was issued by Higher Education Department accordingly (Annex-Y).
- xi) An incomplete/deficient photo copy of another Agreement Deed dated 21.06.2016, seemingly about the same transaction, has been found in the relevant file; the original copy thereof is, however, not available/traceable. Nevertheless, the accused Rahmani Gul, the then SOG HED (please see his reply to Question No.8 of the Questionnaire at Annex-I) and the accused Imtiaz Ali, Accountant (please peruse reply to Question No. 7 of the Questionnaire at Annex-K) have denied to have any knowledge about its existence (execution) or having seen original copy thereof but they are aware of the presence of its photo copy in the file. So is the statement of the accused Muhammad Hayat, the then DS Admn. (Please see his reply to Question No.18 of the Questionnaire at Annex-G).
- xii) The accused Imtiaz Ali, Accountant prepared a bill, which was signed by the accused Rahmani Gul (the then SOG), in the name of M/S Toyota Abbott Motors, instead of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, for payment of Rs.9,12,87,000/- on account of cost of 25 Toyota Hi-ace Vehicles for submission to the Accountant General, Khyber Pakhtunkhwa for pre audit (please see reply to Question No. 12 of the Questionnaire at Annex-K and reply to Question No.13 of the Questionnaire at Annex-I). Both the accused officials have admitted that in a previous supply of 50 Vehicles they had processed the case and prepared the bill in the name of the original manufacturer (M/S Indus Motors) and cheque had also been issued to the M/S Indus Motors but in this case ignoring the previous experience/practice they prepared the bill in favour of an unauthorized dealer and a wrong party (please peruse the reply to Question No. 14 of the Questionnaire at Annex-I and reply to Question No.13 of the Questionnaire at Annex-K).
- xiii) For preparation of the bill, Vendor No. was not solicited from the actual suppliers (M/S Toyota Abbott Motors, Mansehra Road, Abbottabad). Nobody from the Higher Education Department contacted, directly or indirectly, the suppliers concerned for that purpose. The accused Rahmani Gul, SOG in his reply to Question No.15 of the Questionnaire at Annex-I and the accused Imtiaz Ali, Accountant in his response to Question No.14 of the Questionnaire at Annex-K have admitted this omission on their part (also peruse reply of the accused Muhammad Hayat to the Question No.20 of the Questionnaire at the Annex-G). They have also admitted that the case for generation of vendor number was submitted to the AG Khyber Pakhtunkhwa on the basis of the documents respecting

Toyota Abbott Motors (and not M/S Toyota Abbott Motors, Mansehra Road, Abbottabad) furnished by Mr. Jawad Ashraf, an un-authorized/unconcerned person. All the three accused officials have failed to exercise due diligence on their respective part as otherwise required, under the relevant rules including the General Financial Rules, from them.

- xiv) It is also worth noting that the actual suppliers (M/S Toyota Abbott Motors, Mansehra Road, Abbottabad) in their Pre-receipt dated 24.02.2016 had clearly mentioned their NTN number as 7143699-3, while Mr. Jawad Ashraf had given his NTC as 2672698-0 but none of the three accused officials tried to ascertain the credentials of Toyota Abbott Motors (Rawalpindi) or Mr. Jawad Ashraf as has been admitted by the accused Muhammad Hayat himself in his reply to Question No.21 of the Questionnaire at Annex-G. The accused Imtiaz Ali, Accountant has confirmed, endorsed by the accused Rahmani Gul, SOG during the inquiry proceedings in the presence of the Departmental Representative and the accused Muhammad Hayat the then DS (Admn) that the latter (accused Muhammad Hayat) had personally accompanied him when he visited the office of Accountant General Khyber Pakhtunkhwa in connection with generation of vendor number in respect of Mr. Jawad Ashraf, using his (accused Muhammad Hayat) influence for that purpose.
- xv) On clearance of the Bill submitted by the department, the Cheque No.1352571 dated 24.06.2016 for Rs.9,12,87,000/- was prepared and issued by the Accountant General Khyber Pakhtunkhwa, in the name of M/S Toyota Abbott Motors (and not M/S Toyota Abbott Motors, Mansehra Road, Abbottabad) on account of the cost (100% advance payment) of 25 Toyota Hi-ace vehicles. The cheque accompanied with the Higher Education Department covering letter No.SOG/HE/Accounts/2015-2016 dated.28.06.2016 addressed to M/S Toyota Abbott Motors, Mansehra Road, Abbottabad (Annex-Z), was handed over to Mr. Jawad Ashraf, instead of an authorized representative of the actual suppliers, on 28.06.2016 in person by the accused Imtiaz Ali in the presence of the accused Muhammad Hayat, the then DS (Admn), in the latter's office (please see the accused Rahmani Gul's, the then SO Admn HED, reply to Question No.16 of the Questionnaire at Annex-I, the accused Imtiaz Ali's own admission in his reply to Question No.15 of the Questionnaire at Annex-K and the accused Muhammad Hayat the then DS Admn statement through his reply to Question No.17 of the Questionnaire at Annex-G).
- xvi) Subsequently, second Agreement was executed/signed by the accused Muhammad Hayat, the then DS (Admn), at his own level with Mr. Jawad Ashraf, purportedly representing so called M/S Toyota Abbott Motors (Rawalpindi) and not the original supplying party namely M/S Toyota Abbott Motors, Mansehra

Road, Abbottabad. However, the second Agreement was executed without rescinding, revoking or superseding the first Agreement dated 03.03.2016 as well as the supply order dated 24.02.2016 and without prior approval of the Administrative Secretary (Secretary Higher Education). Moreover, the draft or original document of the second Agreement Deed dated 02.07.2016 was neither initiated by the section concerned nor processed on the relevant file. These facts have been admitted by the accused Muhammad Hayat in his replies to Question No. 10, 11, 12 & 14 of the Questionnaire at Annex-G, confirmed by the accused Rahmani Gul, the then SOG in his reply to Question No.6 & 9 of the Questionnaire at Annex-I, endorsed by the accused Imtiaz Ali, Accountant in his replies to Question No.5 & 8 of the Questionnaire at Annex-K and substantiated by Mr. Abdul Ghafoor Baig, the then Special Secretary HED in his replies to Question No.7, 10 & 11 of the Questionnaire at Annex-O. Furthermore, the Higher Education Department supply order dated 24.02.2016 issued to the suppliers mentioned requisite depositing of 25% Security by the latter (the suppliers) but the agreement executed by the accused Muhammad Hayat spoke of 10% Security (please peruse replies of the accused Muhammad Hayat, the then Deputy Secretary (Admn) to Questions No.13 & 14 of the Questionnaire at Annex-G. All this was quite irregular, violative, unjustifiable and unlawful acts and conduct on the part of the accused Muhammad Hayat, the then DS (Admn).

- xvii) Like the first Agreement Deed 03.03.2016, the second Agreement executed on 02.07.2016 also did not contain provisions/clauses regarding penalty or arbitration in case of any infringement, violation, dispute or default on the part of the suppliers. Though the accused Muhammad Hayat has tried to pass the buck, in his reply to Question No.15 of the Questionnaire at Annex-G, on others, as both the Agreements were authenticated/executed by him at his own level and without prior approval of the Administrative Secretary, he cannot absolve himself of the entire responsibility for the omission in this behalf. During the cross examination when asked that had he even looked at the back side of the stamp paper of the second agreement dated 02.07.2016 executed by him with Mr. Jawad Ashraf he would have seen the signature of the licensee/stamp vendor from Rawalpindi, which would have divulged the compromise credentials of the latter (Jawad Ashraf) being not the genuine representative of the actual suppliers, the accused Muhammad Hayat verbally stated that such non judicial stamp papers could be obtained from the licensee vendors of any city/town.
- xviii) M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, through their reference dated 26.09.2016, addressed to the DS (Admn) (the accused Muhammad Hayat), Higher Education Department, referring to their previous letter dated 01.05.2016, intimated about

neither receiving the supply order dated 24.02.2016 nor the payment and hence withdrawal of their Quotation (Annex-AA). Their assertion as to not receiving the supply order dated 24.02.2016 does not look tenable because the (first) Agreement dated 03.03.2016 was signed by Sardar Zia Nabi, MD of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad himself as a sequel to the said supply order. Anyway, their previous letter dated 01.05.2016 seemed to have not been received at the Higher Education Department because not only the relevant record does not contain a copy of any such reference but the accused officials have also expressed their unawareness there-about (please peruse the detailed note dated 07.10.2016 moved, through para 64-75 of the Note Part of the relevant file, by the accused Imtiaz Ali, Accountant and onwardly submitted by the accused Rahmani Gul, the then SOG HED, available annexed with the Q & A Statement at Annex-O).

- xix) Afterwards, another letter dated 13.10.2017 was received from M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, informing that Higher Education Department falls under the PRA of Toyota Khyber Motors Peshawar, so they could not entertain its request (Annex-BB). Yet again another letter dated 04.11.2016 was received from them, reiterating withdrawal of their quotation (Annex-CC). In response, Higher Education Department through its letter dated 09.11.2016 sought clarifications from M/S Toyota Abbot Motors, Abbottabad (Annex-DD).
- xx) Seemingly, the withdrawal letters from the suppliers stirred the department, which convened meetings of the Purchase Committee on 20.10.2016 (Annex-EE), 02.12.2016 (Annex-FF) and 06.12.2016 (Annex-GG). A subcommittee comprising (1) accused Muhammad Hayat, Ex-DS (Admn), HED (2) Mr. Aziz Muhammad SO (B&A), HED and (3) Mr. Wajid Ali, DD (P&D), Directorate of Higher Education, constituted in the purchase committee's meeting dated 20.10.2016 (Annex-EE), visited M/S Toyota Abbott Motors, Mansehra Road, Abbottabad on 20.10.2016 and met its Manager Finance Mr. Sajjad and Mr. Jawad Ashraf (the one who had received the cheque and to whose account the cheque was issued). The subcommittee also met with its Managing Director, Sardar Zia Nabi, on 23.10.2016, upon his return from Karachi (Report of the subcommittee is placed at Annex-OO). However, the report submitted by the subcommittee did not mention whether the actual suppliers (M/S Toyota Abbott Motors, Mansehra Road, Abbottabad) had received the supply order and the payment or not. Impliedly, the subcommittee seemed to have not in fact ascertained the factual position from the party/suppliers concerned during their visit to Abbottabad, which was a glaring omission on their part.
- xxi) In the Departmental Purchase Committee's meeting chaired by the accused Muhammad Hayat, Ex-DS (Admn) on 02.12.2016, it was decided to call Mr. Jawad Ashraf (the receiver of the cheque of

payment) and a representative of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, in the next siting. Accordingly, the next meeting of the Purchase Committee, presided over by the accused Muhammad Hayat, the then DS (Admn.), on 06.12.2016 was also attended by Mr. Jawad Ashraf, while nobody from the M/S Toyota Abbott Motors, Mansehra Road, Abbottabad (Sardar Zia Nabi) came up. In the meeting Mr. Jawad Ashraf reportedly claimed that he was partner of Sardar Zia Nabi, MD M/S Toyota Abbott Motors, Mansehra Road, Abbottabad and had participated in quotation process (Minutes at Annex-GG). The assertion made by Mr. Jawad Ashraf was far from reality.

- xxii) As a result of firefighting, an agreement was reached/executed by the accused Muhammad Hayat, the then DS (Admn) with Mr. Jawad Ashraf for retrieval/repayment of the irregularly paid amount of Rs.9,12,87,000/- (Annex-HH). It was done again without prior approval of the Competent Authority/Secretary Higher Education as admitted by the accused Muhammad Hayat, the then DS (Admn) in reply to Question No.22 of the Questionnaire at Annex-G and confirmed by Mr. Muhammad Ayaz Khan present, Deputy Secretary (Admn) in his reply to Question No. 9 of the Questionnaire at Annex-L. However, the then Special Secretary HED (Mr. Abdul Ghafoor Baig) was in the know as stated by him in his reply to Question No. 11 of the Questionnaire at Annex-O (please also peruse the reply of the accused Muhammad Hayat to Question No.22 of the Questionnaire at Annex-G).
- xxiii) As a result of the deal struck with Mr. Jawad Ashraf, the entire amount of the irregular payment (Rs.9,12,87,000/-) made to him alongwith the difference of the higher cost per vehicle was to be repaid/returned by him in toto by 30th June, 2017. However, he has failed to make full repayment; reportedly only sum of Rs.4,81,29,615/- has so far been retrieved from him for onward payment to M/S Toyota Khyber Motors, Peshawar to whom subsequent the supply order dated 22.02.2017 was placed for procurement of 25 Toyota Hi-ace Vehicles. As such a sum of Rs.4,31,57,385/- is still outstanding against Mr. Jawad Ashraf besides a sum of Rs.7,60,725/- being a difference of the higher cost of 25 Vehicles (please peruse the accused Muhammad Hayat's reply to Question No.27 of the Questionnaire at Annex-G and the reply of Mr. Muhammad Ayaz Khan, present DS (Admn) to Question No. 7 & 8 of the Questionnaire at Annex-L).
- xxiv) In the wake of the aforementioned development, Higher Education Department through its letter No.SOG/HE/Procurement/2015-16 dated 16.01.2017 called for fresh Quotation from M/S Toyota Khyber Motors, Peshawar for supply of 25 Toyota Hi-ace Vehicles (Annex-II). Subsequently, the accused Muhammad Hayat, the then DS (Admn) HED, executed an agreement with the MD, Toyota Khyber Motors, Peshawar on 06.02.2017 for supply of 25 Vehicles

(Annex-KK). It was followed by the issuance of the supply order, with 25% Advance Payment, to M/S Toyota Khyber Motors vide the Higher Education Department letter No. SOG/HE/Procurement/2015-16 dated 22.02.2017 (Annex-JJ). All these acts/activities were done at the level of the accused Muhammad Hayat, the then DS (Admn) without prior approval/sanction of the Administrative Secretary. Moreover, ordinarily issuance of Supply Order precedes and not follows the execution of agreement in procurement cases. But in this case it happened the other way, which is surprising.

- xxv) M/S Toyota Khyber Motors Peshawar, interalia, requested Higher Education Department, through their letter dated 21.08.2017 for making payment of the remaining amount of Rs.5,21,95,385/- as 20 vehicles had arrived at the Karachi Dry Port (Annex-LL). Thereupon, Higher Education Department asked the suppliers on 20.09.2017 to provide 12 Toyota Hi-ace Vehicles against the payment of Rs.4,81,29,615/- already made to them (M/S Toyota Khyber Motors Peshawar) (Annex-MM). Reportedly, only 12 Toyota Hi-ace Vehicles have been supplied to the Higher Education Department against the supply order for 25 vehicles, obviously, because of non-payment of the balance amount/cost to the suppliers.
- xxvi) Moreover, the Higher Education Department through its letter No.SOG/HE/ADP-545/150025/2015-16 dated 21.09.2017 also urged Mr. Jawad Ashraf to make 100% remaining amount on or before 02.10.2017 (Annex-NN); however, no payment/repayment of the remaining amount has so far been made. The fact has not only been admitted by the accused Muhammad Hayat, the then DS (Admn) and other accused officials as well as Mr. Muhammad Ayaz Khan, the incumbent DS (Admn) Higher Education Department but also by Mr. Jawad Ashraf himself during his verbal statement before this Inquiry Officer.
- xxvii) The accused Muhammad Hayat, the then DS (Admn) HED himself has admitted that throughout the period from 13.12.2016 to 07.08.2017, he did not ever ascertain or get it confirmed that the authority being exercised by him with respect to the said procurement process at his level was in accordance with or consistent with the delegation of financial powers invested in him (as DS Admn, HED) being a **Category-II Officer** (please peruse his reply to Question No. 25 of the Questionnaire placed at Annex-G and the replies of Mr. Abdul Ghafoor Baig, the then Special Secretary HED to the Questions No. 6, 7, 8, 10, 11 & 12 of the Questionnaire at Annex-O).
- xxviii) After transfer of the accused Muhammad Hayat from the post of Deputy Secretary (Admn.), Higher Education Department through its Notification No.SOG/HE/ADP-545/150025/2015-16 dated 03.11.2017 ordered a fact finding inquiry through Mr. Muhammad

Kabir Afridi, Additional Secretary (Annex-PP). The Inquiry Officer submitted its Report through letter No.PA/AS/HED/Inquiry/2017 dated 08.12.2017 (Annex-QQ). Perusal of the fact finding inquiry report signifies that real hard work was put in on the part of the Inquiry Officer to dig out factual position and ascertain the truth. It brought out different facts of the procurement process in question, pointing out multiple irregularities, omissions and violations of the relevant rules, prescribed procedures and set practices etc. committed in this case specifically on the part of the accused Muhammad Hayat, the then Deputy Secretary (Admn). Statements and replies of the accused officials and other officers/persons to the questions/cross examination, during the course of the instant disciplinary proceedings, by and large endorse the findings of the fact finding inquiry officer.

- xxix) It was also brought into the knowledge of the Inquiry Officer (the undersigned) Sthat a case had also been referred by the Higher Education Department to the Khyber Pakhtunkhwa Ehtesab Commission for investigation/prosecution.
- xxx) During the instant disciplinary proceedings, Mr. Jawad Ashraf also appeared in person on 19.02.2018. He was heard in detail for his part of the story and was found straight forward in accepting the facts of the case/process. As gathered from his verbal statement, Mr. Jawad Ashraf was willing to repay the remaining amount outstanding against him, excluding the amount in the shape of CDR, with the penalty on the remaining sum of Rs.2,12,00,000/- which comes to around Rs.8,64,000/- (Rs.1,68,000/- per vehicle). However, he seeks certain facilitation/favour from the Higher Education Department.
- xxxi) The formal written statements of all the three accused officials submitted to the undersigned (Inquiry Officer), and placed at Annex-F, H & J respectively, are too simplistic and unconvincing. However, their replies, during the examination/cross examination in the course of disciplinary proceedings, available at Annex-G, I & K respectively are significantly clear, candid and meaningfully elaborate.

CONCLUSIONS

9. In the light of the statements/examination of the accused officers/official as well as the other officers/persons concerned, the above stated FACTS, FINDINGS and scrutiny of the relevant record, the following conclusions have been drawn: -

- 1. The case for procurement of 25 vehicles by Higher Education Department, Government of Khyber Pakhtunkhwa has been mis-handled/mis-managed from the very beginning. The process was conducted and authority/powers were exercised in irregular way,

which was inconsistent with and in violation of the relevant rules, prescribed procedure and set practices.

2. It seems that the whole process and the related affairs were left to the sweet will of the then Deputy Secretary (Admn) HED (accused Muhammad Hayat), who was calling the shots. He was from the teaching cadre having no experience of administrative matters and with no knowledge of financial rules and regulations etc. By virtue of his posting as Deputy Secretary (Admn), he was invested with the financial powers of Category-II Officer under the Khyber Pakhtunkhwa Delegation of Financial Powers and Powers of Re-appropriation Rules. However, in this procurement case he would act, perform job, exercise authority and decide matters, which otherwise fell under the competency and powers of the Administrative Secretary/Category-I Officer/Principal Accounting Officer. More intriguing is the inaction or nonchalance on the part of Administrative Secretary throughout this episode, not intervening to check unbridled exercise of irregular authority by the accused Muhammad Hayat, the then DS (Admn).

3. As regards the respective allegation/charges brought up against the accused officials, specific conclusions are as under: -

A) Accused Muhammad Hayat, then DS (Admn) HED:

- i) Charge No.1 stands proven.
- ii) Charge No.2 stands proven.
- iii) Charge No.3 stands proven.
- iv) The payment was made to a wrong and unauthorized person at the behest of the accused officer indeed. No conscious efforts was made to ensure the payment to right party and no timely cognizance was taken to avoid this irregular transaction. Charge No.4 stands proven.
- v) Charge No.5 stands proven to the extent that the subcommittee headed by the accused officer failed to ascertain and report as to whether the suppliers (M/S Toyota Abbott Motors, Mansehra Road, Abbotabad) had received the supply order dated 24.02.2016 and the payment or otherwise.
- vi) Charge No.6 stands proven.
- vii) Charge No.7 stands proven.
- viii) Charge No.8 stands proven.
- ix) Charge No.9 stands proven.
- x) Charge No.10 stands proven.
- xi) Charge No.11 stands proven.
- xii) Charge No.12 stands proven.

B) Accused Rahmani Gul, the then SOG HED.

- i) The accused officer did not prepare the Cheque No.135271 dated 24.06.2016 for Rs.9,12,87,000/-.

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which was in fact issued, after requisite pre audit clearance of the bill, by the AG Khyber Pakhtunkhwa. However, he being the Drawing & Disbursing Officer of Higher Education Department did process and sign the bill for payment on account of the said procurement of 25 vehicles without ensuring conformity to the prescribed procedures/ requirements etc. Charge No.1 stands partially proved.

- ii) No collusive role on the part of the accused officer is detectable in this case. However, he did omit to exercise due diligence by not reflecting/mentioning the full nomenclature and vendor number of the actual suppliers, namely M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, in the bill processed and signed by him as the DDO concerned. Charge No.2 stands partially proved.

C) Accused Imtiaz Ali, Accountant, HED

- i) The accused official did not prepare the Cheque No.1352571 dated 24.06.2016 for Rs.9,12,87,000/-, which was in fact issued, after requisite pre audit clearance of the bill submitted by the department, by the AG Khyber Pakhtunkhwa. However, he being the Accountant concerned did prepare and process the bill for payment on account of the said procurement of 25 vehicles without ensuring conformity to the prescribed procedures/requirements etc. Charge No.1 stands partially proved.
- ii) The accused official did fail to exercise due diligence by, inter alia, not reflecting/mentioning the full nomenclature and vendor number of the actual suppliers, namely M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, in the bill prepared and processed by him as the dealing Accountant concerned. However, at a later stage he belatedly made certain attempts to bring up the position to the notice of the higher authorities but in vain. Charge No.2 stands partially proved.

RECOMMENDATIONS

10. In the light of the scrutiny of the relevant record, the statements/examination of the accused officials as well as the other officers/persons concerned, and the above stated FACTS, FINDINGS and CONCLUSIONS, the following recommendations are made: -

- i. Keeping in view the CONCLUSIONS at Para-9 ante, the competent authority may decide imposition, in addition to the recovery of the pecuniary loss caused to the government in case the remaining/receivable sum is

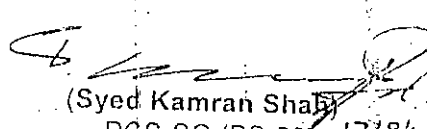
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not retrieved from Mr. Jawad Ashraf as given in forthcoming sub para (iii), of one of the penalties prescribed in sub rule (1) (b) of Rule-4 of the Khyber Pakhtunkhwa, Government Servants (Efficiency and Discipline) Rules, 2011 upon the accused Muhammad Hayat (the then Deputy Secretary Admn. HED), Associate Professor of Physics BS-19, Government of Khyber Pakhtunkhwa, Higher Education Department.

- ii. The Competent Authority may decide imposition of one or more appropriate penalties from sub rule (1) (a) of Rule 4 of the Khyber Pakhtunkhwa, Government Servants (Efficiency and Discipline) Rules, 2011 upon the remaining two accused officials, namely Rahmani Gul, the then Section Officer (General) HED and Imtiaz Ali, Accountant HED.
- iii. Higher Education Department may engage Mr. Jawad Ashraf, to whom the irregular payment had been made for an early retrieval of the remaining sum alongwith the cumulative differential amount of the current per unit market cost of 13 Toyota Hi-ace Vehicles. The administrative authorities concerned may make all possible efforts in order to ensure early procurement of the remaining vehicles in the larger public interest.
- iv. The Administrative Department may, in consultation with Law Department, reconsider/review the referral of case to Khyber Pakhtunkhwa Ehtesab Commission, which has not been actively functional for sometimes, and instead the case may be referred to the NAB Khyber Pakhtunkhwa.
- v. In future it may be ensured by Higher Education Department that in procurement cases of substantial value, meetings/proceedings of the purchase/procurement committee are chaired by the Administrative Secretary or Special Secretary himself and such processes are not left to the middle level or junior officers.

Dated 17.04.2018


(Syed Kamran Shah)
PGS-SG (BS-20) 17/04/18
Inquiry Officer



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GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

NO.SOG/HE/ADP-545/150025/2015-16
Dated 20-09-2019

To

Mr. Muhammad Hayat,
Ex-Deputy Secretary (Admn),
Higher Education Department,
Now Associate Professor (BS-19),
Govt. Degree College Pabbi.

Subject: **SHOW CAUSE NOTICE/DISCIPLINARY PROCEEDINGS.**

I am directed to refer to the subject noted above and to enclose herewith Show Cause Notice, for information and further necessary action/compliance within stipulated time period.

(Encl: as above)


(MUHAMMAD YASIN)
SECTION OFFICER (General)

Endst: No & Date even.

Copy forwarded to the:-

- 1- Director Higher Education, Khyber Pakhtunkhwa.
- 2- Principal, Govt. Degree College Pabbi.
- 3- PS to Secretary, Higher Education Department.
- 4- PS to Special Secretary, Higher Education Department.
- 5- PA to DS (Admn), Higher Education Department.


SECTION OFFICER (General)

SHOW CAUSE NOTICE

I, Mehmood Khan, Chief Minister, Khyber Pakhtunkhwa, as competent authority, under the Khyber Pakhtunkhwa Govt. Servants (Efficiency & Discipline) Rules, 2011, do hereby serve you, Mr. Muhammad Hayat, Associate Professor of Physics (BS-19), Ex-Deputy Secretary (Admn) in Higher Education Department as follows:

- 1. (i) that consequent upon the completion of inquiry conducted against you by the inquiry officer/inquiry committee for which you were given opportunity of hearing dated: 19-02-2018 and
- (ii) on going through the findings and recommendations of the inquiry officer/inquiry committee, the material on record and other connected papers including your defence before the inquiry officer/inquiry committee.

I am satisfied that you have committed the following acts/omissions specified in rule 3 of the said rules:

- (a) You were directed in a meeting of the Purchase Committee held on 12-02-2016 to confirm the approved rates from the concerned supplier i.e M/S Toyota Abbott Motors, Abbottabad but you failed to report in black & white as to whom did you contact in Toyota Abbott Motors. Had this been done carefully, the fraud would have been surfaced long before issuance of cheque to the wrong person.
- (b) Pursuant to the first meeting of purchase committee, you entered into an agreement on 03.03.2016 with the Supplier as per record available in shape of the Note Sheet but the Agreement is missing from the file which you caused to be removed from the file maliciously in an effort to benefit the fraudulent Supplier by signing another Agreement (beneficial to the Supplier) on 02.07.2016; after issuance of Supply Order.
- (c) The Supply order issued to Toyota Abbott Motors mention obtaining 25% Security but in violation, you signed an Agreement with 10% Security. You neither approved the agreement from the higher Hierarchy nor was opinion of Law Department obtained. Resultantly, you signed a faulty agreement having no penalty and arbitration clauses; thereby causing loss to government exchequer.
- (d) Toyota Abbott Motors issued a number of letters stating that they have withdrawn the quotation and that you have made payment to a wrong person but you failed to take cognizance to avoid this huge loss to the government. This amounts to collusion with Mr. Jawad Ashraf in fraudulently withdrawing Rs. 100 Million by concealment of facts and tempering of record at your disposal.
- (e) When on 26.09.2016, Toyota Abbott Motors claimed again that they have not received any supply order or payment; you, heading a committee, were asked by the purchase committee to probe the matter and report. You visited Abbottabad alongwith the members of the Committee but you failed to report as to whether Toyota Abbott Motors has received the supply order and payment or otherwise. Instead, you only reported that Mr. Zia Nabi, MD of the firm is a friend of Jawad Ashraf. This shows connivance with Mr Jawad Ashraf and concealment of facts.

- (44)
- (f) The Cheque was issued to M/S Toyota Abbott Motors, Rawalpindi instead of Indus Motors under your supervision. All this means that you facilitated the public money to go into wrong hands for ulterior motives.
- (g) Mr. Jawad Ashraf had no Vendor Number for issuance of the Cheque: You used your personal influence in obtaining a vendor number for him overnight in your struggle to facilitate him.
- (h) The NTN number of Toyota Abbott Motors Abbottabad as mentioned in the Quotation and pre-receipt bill is 7143699-3 while that for Mr. Jawad Ashraf is 2672698-0. It could be confirmed from online Tax payer verification that the NTN number is of Toyota Abbott Motors situated at Rawalpindi and not at Abbottabad. You failed even to apply this ordinary prudence in safeguarding public money.
- (i) Even the backside of the stamp paper signed by you with Mr. Jawad Ashraf on 02.07.2016 bears signature of the licensee from Rawalpindi which you failed to understand.
- (j) From 13-12-2016 till 07-08-2017, you never took approval or guidance from the higher hierarchy intentionally and kept on playing with the public money. This shows a strong connivance with the fraudulent supplier which you supported for ulterior motives.
- (k) You issued another Supply order to Toyota Khyber Motors Peshawar on 22.2.2017 without taking approval of the competent authority or the purchase committee without cancelling the earlier supply order and entered into another agreement.
- (L) Being at the middle management in the department, you never pointed out that as per KPPRA Rules, the purchase has to be made from the authorized dealer at Peshawar instead of going for Quotations which led to the disastrous situation.

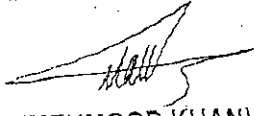
2. As a result, I, as competent authority, have decided to impose upon you the following penalty under Rule-4 of the said rules:

- (i) Removal from Service and
- (ii) Recovery of Rs. 56,826,385/-

3. You are, therefore, required to show cause as to why the aforesaid penalties should not be imposed upon you and also intimate whether you desire to be heard in person.

4. If no reply to this notice is received within 15 days of its delivery, it shall be presumed that you have no defence to put in and in that case an ex-parte action shall be taken against you.

5. A copy of the findings of the inquiry officer/inquiry committee is enclosed.


(MEHMOOD KHAN)
CHIEF MINISTER,
KHYBER PAKHTUNKHWA

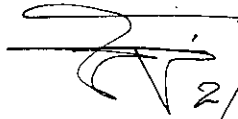
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Annex
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To
Muhammad Yasin
Section Officer (General)
Khyber Pakhtunkhwa Peshawar.

Subject REPLY TO SHOW CAUSE NOTICE/
DISCIPLINARY PROCEEDINGS

Dear Sir,

I am requested to submit to the subject noted above and enclosed herewith reply to show cause notice for information and further necessary proceedings/compliance.


2/10/2019

Muhammad Hayat
Associate Professor
Ex-DS (Admn)
Higher Education Department

Subject : IRREGULARITIES IN PURSUANCE OF 25 NOS.
HIACE UNDER ADP NO 545/150025(2015-16)

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To

The Mehmood Khan,
Chief Minister,
Khyber Pakhtunkhwa Peshawar.

Subject : **IRREGULARITIES IN PURSUANCE OF 25 NOS.
HIACE UNDER ADP NO 545/150025(2015-16)**

OPENING NOTE

Respected Sir,

As the detail replies of all the charges have been submitted along with documentary and cogent evidence. All the charges are baseless and concocted based on assumption and presumption also against the real facts hence denied. The under signed is a law abiding officer/servant served for 10 years honestly never been faced any kind of departmental or disciplinary proceedings in his whole service.

**The undersigned may kindly be heard in person
for the better assistance and for the end of justice.**

Muhammad Hayat
Associate Professor
Ex-DS (Admn)
Higher Education Department

To

The Mehmood Khan,
Chief Minister,
Khyber Pakhtunkhwa Peshawar.

Subject : **IRREGULARITIES IN PURSUANCE OF 25 NOS.
HIACE UNDER ADP NO 545/150025(2015-16)**

Dear sir,

Please refer to the government of Khyber Pakhtunkhwa Higher Education Department letter no. SOG/HE/ADP 545/150025(2015-16) dated 20/9/2019 on the subject noted above through which I have been directed to submit my written reply to your honor regarding the charges leveled against me in the show cause in statement of allegations. Annotated reply to the charges is submitted as under:

A. You were directed in a meeting of purchase committee held on 12/2/2016 to confirm the approved rates from the concerned supplier M/s Toyota Abbott motor Abbottabad, but you fail to report in black and white as to home you contact in Toyota Abbott motor. Had this been done carefully the fraud would have been surfaced long before issuance of cheque to wrong person.

Ans. Admitted to the extent that I was verbally directed by the chair to contact the concern supplier with regard to confirmation of approved rate through telephone (as evident from the minutes duly circulated on dated 12/2/2016) which I compiled a letter and spirit and the confirmation report was given verbally to the chairman purchase committee. Therefore supply order was issue

to the firm on dated 24/2/2016. So the charge leveled against me is quite baseless and fabricated.

(Copies of meeting minutes 12/2/2016, supply order & Comparative statement are enclosed on Annex "A" and "B" & "B-1").

- B. Pursuant to the first meeting of purchase committee you enter into an agreement on 3/3/2016 with the supplier as per record available in the shape of note sheet but the agreement is missing from the file, which you cause to remove from the file maliciously is an effort you benefit fraudulently to supplier by signing another agreement (beneficial to the supplier) on 2/7/2016, after issuance of supply order.

Ans. Not admitted. A meeting was held on dated 27/4/2016, under the chairmanship of special secretary and was decided to release the 25% CDR, because the advance payment sanction was pending in finance department. This department will again made agreement deed on the same terms and conditions with the sole manufacturer and CDR @ 10% will be deposited by the company, which is also clear from the note sheet Para 43 and 44 which shows 25%CDR was released by accountant/ SOG. It is also quite clear from the note sheet Para no. 69-71 signed by accountant. The agreement deed has nothing illegal. Human error and mistakes on the part of record keeper can't be made a case against me being responsible officer.

(58)

(Copy of meeting Attendance 27-04-2016, Brief for worthy Secretary 27-04-2016 and Note sheet 43,44 & 69-71 and are Annex "C", "D" & "E")

C. The supply order issued to Toyota Abbott motor mentioned obtaining 25% security but in violation you signed an agreement with 10% security. You neither approved the agreement from the higher hierarchy nor were opinioned of law department obtained resultantly. You signed a faulty agreement having no penalty an arbitration clauses thereby causing loss to government exchequer.

Ans. Not admitted the agreement deed was signed in accordance with the KPPRA rules with 10% security, decided in a meeting chaired by Special secretary on dated 27/4/2016 and as per recommendation of the accountant and SOG, vide Para 27 & 28 of the note sheet dated 3/3/2016. The agreement was signed as per practice in vogue. The same fact also discussed in reply of Para No.2. The agreement contained all the relevant clauses which are required for the legal deed. Thus the charge is malafiede and baseless.

(Copies of Note Sheet 27 & 28, Agreement deed dated 02-07-2016 are attached as Annex "F" & "G").

D. Toyota Abbott motors issued a number of letters stating that they have withdrawn the Quotation and that you have made payment to a wrong person but you failed to take cognizance to avoid this huge loss to the government. This amounts to collusion with Mr.

Jawad Ashraf in fraudulently withdrawing Rs.100 million by concealment of facts and tempering of record at your disposal.

Ans: Not admitted. A cheque No.1352571 dated 24-06-2016 was issued by the department on 29-06-2016 to M/s Toyota Abbott Motors. After payment had been released, the M/s Toyota Abbott Motors issued withdrawn of the Quotation letter dated 06-09-2016. A prompt action was taken and meeting of the purchase committee was called under the chairmanship of secretary to come up with further course of action. The purchase committee in its meeting dated 20-10-2016 constituted a sub-committee to visit Toyota Abbott Motors Abbottabad to inquire about the matter. The committee submitted detailed report along with enclosure.

(Copies of Cheque, minutes of the meeting 20-10-2016 & report of the sub-committee are enclosed as Annex-“H”, “I” & J).

Furthermore it is behind comprehension to charge somebody for action or any illegal activity committed. No loss has been incurred to Government Exchequer as identification and issue of the cheque/payment and verification of the individual receiving payment/cheque is the responsibility of Accountant/SOG, no order in verbal/written is passed to issue cheque or money to unauthorized person. Nothing has been mentioned or practiced material evidence to prove concealment of facts and tempering of records against the undersigned. The charge is void and against material facts.

E. When on 26-09-2016, Toyota Abbott Motors claimed again that they have not received any supply order or payment; you, heading a committee, were asked by the purchase committee to probe the matter and report. You visit Abbottabad along with the members of the committee but you failed to report as to whether Toyota Abbott Motors has received the supply order and payment otherwise. Instead, you only reported that Mr. Zia Nabi, MD of the firm is a friend of Jawad Ashraf. This shows connivance with Mr. Ashraf and concealment of facts.

Ans: Not admitted. Being member of sub-committee nominated by purchase committee, I along with other members of the committee visited Toyota Abbott Motors Abbottabad and submitted a detailed report along with relevant documents and written statement of all the concerned with case. The same was presented to purchase committee wherein no reservation/observation or additional requirements or further investigation/inquiry were directed by the purchase committee. So the purchase committee was quite satisfied with the report submitted by sub-committee. The charge is misleading and against material facts.

(Copies of minutes of the meeting 20-10-2016 & report of the sub-committee are enclosed as Annex- "I" & J).

F. The cheque was issued to M/S Toyota Abbott Motors, Rawalpindi instead of Indus Motors under your supervision. All this mean that you facilitated the public money to go into wrong hands for ulterior motives.

Ans: Not admitted. As rate of the M/S Toyota Abbott Motors Abbottabad was accepted by the purchase committee (Comparative statement Attached as Annex "K") and It is quite clear from Para No.58-62 of the Note sheet that the bill was process by Accountant /SOG for the approval of secretary, to process the bill in AG office as past practice in vogue. There is nothing on cheque about Toyota Abbott Motors Rawalpindi. The cheque was issued by SOG/Accountant to M/S Toyota Abbott Motors Abbottabad. Hence the charge is incorrect and malafide.

(Copy of cheque and Note sheet 58-62 is enclosed Annex- "H" & "M").

G. Mr Jawad Ashraf has no vendor number for issuance of the cheque. You used your personal influence in obtaining a vendor number for him overnight in your struggle to facilitate him.

Ans: Misleading/ not true and baseless. The charge is without merit and tangible evidence. There is nothing on record that I have misused my authority for obtaining vender no for the firm. Charge is totally based on imagination and just to tease and drag the undersigned.

H. The NTN number of Toyota Abbott Motors Abbottabad as mentioned in the Quotation and pre-receipt bill is 7143699-3 while that for Mr Jawad Ashraf is 2672698-0 it could be confirmed from online Tax payer verification that the NTN number is of Toyota Abbott Motors situated at Rawalpindi and

not in Abbottabad. You failed even to reply this ordinary prudence in safeguarding public money.

Ans: Not admitted. The bill of payment was processed by the accountant HED in the Accountant General office and the GST was deducted from M/S Toyota Abbott Motors as evident from the certificate issued by AG KPK.

(Copy enclosed at Annex "N").

I. Even the backside of the stamp paper signed by you with Mr Jawad Ashraf on 02-07-2016 bear signature of the licensee from Rawalpindi which you failed to understand.

Ans: Not admitted. I have signed the front side of the stamp paper. The back side of the stamp paper only reflects the residential address of Mr Jawad Ashraf, obtaining stamp paper from Zeeshan Quraishi licence no 849 Rawalpindi is a stamp vender and there is no restriction of obtaining stamp paper from any authorized vender.

(Copy enclosed at Annex "O").

J. From 13-12-2016 till 07-08-2017, you never took approval or guidance from the higher hierarchy intentionally and kept on playing with the public money. This shows a strong connivance with the fraudulent supplier which supported for ulterior motives.

Ans: Not admitted. Note sheet from 13-12-2016 till 08-08-2017 is quite visible and cogent evidence showing so many activities

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such as recovery of million rupees, its further payment to Khyber motors Peshawar and taking commitment of Mr Jawad Ashraf for early recovery and obtaining original documents of his property as a guarantee amounting approximately 300 million with the consultancy of S.O (Litigation HED (placed on record with accountant HED)).As a result of it Khyber Motors Peshawar has supplied 12 Hi-aces so far. Further added that Mr. Jawad Ashraf and the firm was compelled and committed to provide interest to Government on the remaining amount as per policy/rules of the recovery. Contractor wanted to provide vehicles and even money but Department and sitting DS Admin were not really sincere in recovering the said money from Mr Jawad Ashraf. After the transfer of under signed the newly transferred DS Adm along with other concerned officers were refused to meet the said Mr Jawad Ashraf and resultantly the payment to department was delayed. The above steps are clear indication and positive approach to record and make it a transparent transaction. For further confirmation statement of Mr Jawad Ashraf or any relevant person about the stated narration could be recorded on oath. The charge is totally wrong, baseless and malafide.

(Copy of Note sheets from 13-12-2016 till 08-08-2017 and cheques (CDRs), promissory Note/agreement, statement of Jawad ashraf , agreement deed and payment to Khyber Motors , supply order, Payment receipts, and promissory Note regarding property of Jawad Ashraf are enclosed at Annex-"P", "P-2,3", "Q", "R", "S-1," "S-2", "S-3" , "T")

K. You issued another supply order to Toyota Khyber Motors Peshawar on 22-02-2017 without taking approval of the competent authority or the purchase committee without canceling the earlier supply order and entered into another agreement.

Ans: Admitted to the Extent that previous process of purchase was done in good faith. Rates/quotations were solicited from different authorized dealers of Indus Motors Karachi in the province to purchase vehicles for different colleges of the province in accordance with rules and regulation. After the completion of all the legal process/ formalities an E-Mail was circulated by the Indus Motors to all authorized dealers "Dear All, this is to inform that higher education department is in process of purchasing TOYOTA Vehicles. As this department falls under PRA of Toyota Frontier Motors, Kindly do not quote, deal or supply vehicles to this customer to avoid any PRA violation. In case of quote if any submitted, kindly take back the quotation from the department" resultantly the Abbott Motors Abbottabad withdraw their quotation but the payment was already done by the department to the Abbott Motors Abbottabad which is already discussed in Para IV. The said matter discussed in detail in meetings dated 02-12-2016 & 06-12-2016 and the committee decided the amount should be returned from Toyota Abbott Motors Abbottabad and handover to Toyota Khyber Motors Peshawar subject to new/fresh agreement; hence the earlier agreement with Toyota Abbott Motors Abbottabad was automatically become invalid/cancelled

when recovery was started. The sales manager, Khyber Motors Peshawar visited department several time and was agree upon the supply of vehicles on the same terms and conditions. Thus agreement deed was executed with firm being sole distributor in the best public interest. **(Copy of E-Mail, Minutes of meetings dated 02-12-2016 & 06-12-2016 and agreement with Toyota Khyber Motors are enclosed as Annex "U", "V" & "W")**

- L. Being at the middle management in the department, you never pointed out the KPPRA Rules; the purchase has to be made from the authorized dealer at Peshawar instead of going for quotations which lead to the disastrous situation.

Ans: Not admitted. The purchase is made for different colleges of the province and the said firm was also authorized dealer of sole distributor (I.e. Indus Motors Karachi) and was agreed upon delivery of vehicles at specific stations where required. It is worth mentioning that neither notified territorial jurisdiction for procurement of vehicles was mentioned in KPPRA rules nor the procurement of vehicles was meant only for Peshawar District. Besides this, the rates quoted By the firm were the lowest one and duly approved by the purchase committee the charge is baseless and misleading.

(Copy of comparative statement is enclosed at Annex "B-1").

S8

Respected Sir,

As the detail replies of all the charges have been submitted along with documentary and cogent evidence. All the charges are baseless and concocted based on assumption and presumption also against the real facts hence denied. The undersigned is a law abiding officer/servant served for 10 years honestly never been faced any kind of departmental or disciplinary proceedings in his whole service.

The undersigned may kindly be heard in person for the better assistance and for the end of justice.

Muhammad Hayat
Associate Professor
Ex-DS (Admn)
Higher Education Department

MINUTES OF THE DEPARTMENTAL PURCHASE COMMITTEE MEETING HELD ON
2-02-2016 AT 1000 HOURS UNDER THE CHAIRMANSHIP OF SPECIAL SECRETARY,
HIGHER EDUCATION DEPARTMENT

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The subject meeting was held on 12-02-2016 at 1000 hours under Chairmanship of the Special Secretary Higher Education Department in his office, in order to scrutinize different rates collected through quotations from various authorized dealers of the sole proprietor i.e. (Toyota Motors). List of the Participants is attached at Annexure-I.

2. The meeting started with the name of Almighty Allah and thereafter, on the direction of the chair, the Deputy Secretary (Admn) apprised the participants regarding the background of the subject matter by mentioning that fund are allocated in the ADP 2015-16 released for procurement of 25-Hiacs Van for provision of transport facilities to the staff of different colleges in Khyber Pakhtunkhwa, at the tune of Rs.100.00 million.

3. The Departmental Purchase Committee deliberated at length. The Director Archives and Libraries appreciated the Navigation System of the Hiace Van. The Additional Director Higher Education said that 100% advance payment for prompt delivery. The following decisions were made:-

- i. The Committee approved the lowest rate of the dealer "Toyota Abbott Motors" quoted per unit to the tune of Rs. 3780000/- on the following condition:-
 - (a) Pre-shipment inspection of vehicles will be made by the Committee.
 - (b) In case of any damage during shipment, the supplier will be bound to replace vehicle instead of repaired one.
- ii. Deputy Secretary (Admn) was directed by chair to confirm the following measures approved rate from concerned Supplier on telephone:
- iii. The Director Archives & Libraries and Director HEATA were directed by chair to constitute their respective Procurement Committees, decided in the Departmental Procurement Committee meeting held on 07-01-2016.

The meeting ended with the vote of thanks.



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**GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT
BLOCK "A" CIVIL SECRETARIAT PESHAWAR.
PHONE # 091-9211672**

NO. SOG/HE/Procurement/2015-16
DATED 24/02/2016

To

The Managing Director,
Toyota Abbott Motors,
Mansehra Road, Abbottabad.

Subject:- SUPPLY OF 25 NOS. OF TOYOTA HIACE DUAL AC (2.7L GASOLINE) LATEST MODEL

I am directed to refer to the subject noted above and to state that this Department intends to purchase 25 Nos. of TOYOTA HIACE, competent Authority is pleased to approve vehicle TOYOTA HIACE DUAL AC STD (2.7L Gasoline).

You are requested to provide bill against this supply order for advance payment, sign an agreement deed and submit 25% security in shape of CDR/Bank Guarantee to this Department.

Endst: No. & Date even:

[Signature]
(RAHMANI GUL)
SECITON OFFICER(GENERAL)

A copy of the above is forwarded for information to the:

1. P.S. to Secretary, Higher Education Department.
2. P.A to Deputy Secretary (Admn), Higher Education Department

[Signature]
(RAHMANI GUL)
SECITON OFFICER(GENERAL)

[Signature]
24/02/16

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COMPARATIVE TENDERS

S. No.	Name of TOYOTA - HAIHATSU	Specification	Quantity	Mode of payment	Delivery Time	delivery	Remarks
1	Toyota Frontier Motors (Pvt) Ltd.	RHD Toyota Hiace Van 15 Seaters with Dual A.C. -Engine Capacity: 2693 CC Gasoline -Transmission: 05 Speed M/T <u>Standard Accessories:</u> Air \Conditioner, Power Steering, Heater, Cigarette Lighter, Front Seat Belts, etc. Japan Assembled. (Inclusive of All Taxes)	Rs. 3,850,000/- (Ex-Peshawar)	100% advance payment at the time of booking	06-08 months after receipt of confirmed supply order with 100% advance payment	Ex-Peshawar delivery	
2	Toyota Central Motors	Toyota Hiace, Std. Roof Dual A/C 2693/2TR-FE GASOLINE/4CYLINERS, L-TYPE Air conditioner, 15 Seater, Ashtray Fitted, Fuel Tank Capacity 70 liters. Latest model with all standard fittings and accessories. Warranty: 50,000 Km or 2-years what ever come first.	Rs. 3787000/- (Quote is valid for 3-days)	1 million an advance by pay order and bank draft in favour of Dealers.	04-05 months (after receipt of confirmed supply order with 100% advance payment)	03-Main Shahrah-e-Faisal, Karachi	
3	Toyota Rawal Motors (Pvt.) Ltd.	Toyota Hiace Std Roof Dual A/C 2.7 Gasoline	Rs. 3809000/-	100% payment an advance at the time of booking	06-months.	Islamabad	
4	Toyota Abbott Motors	<u>Toyota Hi-ace Model 2015</u> Petrol Engine, Engine 2TR-FE, Type water cooling in line 4 cylinder, Engine size 2.7 (2693CC), fuel tank capacity, 70liters, rear brake drum, Front fog lights, Rear fog lights, Xenon head lights, Additional from headlights, Front/rear spoiler, Rear wiper, Navigation, audio CD-player, Dual A/C 14/15 Seats, White Color, Ash Trey fitted.	Rs. 3780000/-	75% advance payment.	03-months after placing 75% advance payment.	Ex-Peshawar	Buy the lowest price. with shortest delivery period. Recommended.
5	Toyota Khyber Motors	<u>Toyota Hi-ace Model 2015</u> RHD Toyota Hiace Standard Roof with Dual A/C Latest Model 2.7 L (Petrol). (Manual Transmission)	Rs. 3849615/-	100% Advance payment.	5 to 6 months after advance payment OR subject to confirmation by our Principals M/S Indus Motors Co. Ltd. Karachi.	Ex-Peshawar	

Spl: Secretary
 DG Commerce
 Dir. Higher Edu.
 Dir. A & Libraries
 Dir. HETTA
 D.C.P.O.HED
 D.S(Admn)HED
 SO(B&A)HED
 SO(G)HED
 12/12/16



(62)

GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

NO. SOG/HE/Procurement/2015-16
Dated 26/04/2016

To

1. The Director General,
Commerce Education and Management Sciences, Khyber Pakhtunkhwa,
Rano Garhi, Chamkani More, GT Road, Peshawar.
2. The Director,
Higher Education, Khyber Pakhtunkhwa, Peshawar.
3. The Director,
Archives & Libraries, Khyber Pakhtunkhwa, Peshawar.
4. The Director,
Higher Education Teacher Training Academy (HETTA),
Govt. Degree College, Phase-VI, Hayatabad, Peshawar.
5. The Chief Planning Officer, Higher Education Department.
6. The Deputy Secretary (Admn), Higher Education Department.
7. The Section Officer (Budget & Accounts), Higher Education Department


Subject: DEPARTMENTAL PURCHASE COMMITTEE MEETING

I am directed to refer to the subject noted above and to state that the meeting of Departmental Purchase Committee regarding "Transport facilities to the staff of Government Colleges in Khyber Pakhtunkhwa" is scheduled for 26-04-2016 at 1500 hours has been postponed and now will be scheduled to be held on 27-04-2016 at 1400 hours under the chairmanship of Special Secretary Higher Education Department in his office.

2. Being member of the Committee, you are requested to make it convenient to attend the said meeting, on the scheduled date, time and venue mentioned above, please.

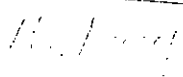
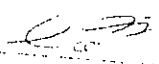
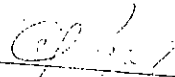

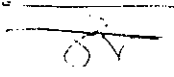
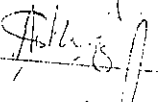
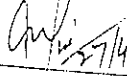
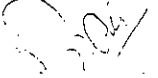
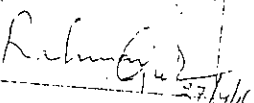
Endst: No & Date even.

Copy forwarded to the:-


(RAHMANI GUL)
SECTION OFFICER (Estt: & Admn)

ATTENDANCE SHEET

OF DEPARTMENTAL PURCHASE COMMITTEE MEETING HELD ON 27-04-2016 AT 1600 HOURS, REGARDING PURCHASES OF HIACE FOR GOVERNMENT COLLEGES IN KHYBER PAKHTUNKHWA, UNDER THE CHAIRMANSHIP OF SPECIAL SECRETARY, HIGHER EDUCATION DEPARTMENT IN HIS OFFICE

S#	Name & Designation of officers	Department	Signature
1	Mr. Abdul Chajon Baeq Special Secretary	Higher Education Department	
2			
3	WASID ALI DD(PID) &	DHE	
4	NAZIR BURKI Dr. Fazluw Rahman Asfandyar	Director(A) GCEM HETTA Planning cell, Statistical officer	 
5	Muhammad Huzaf	T/Secy HED	
6	Amin Nawaz	DDAS HETTA	
7	Abdul wali Khan	SO B&A	
8	MUHAMMAD ZAMAN Rahman Gill Section Officer (General)	AD Archival Deptt Higher Education Deptt	 
9			
10			
11			

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ADP Scheme "Transport Facilities to the Staff of Govt. Colleges, Khyber Pakhtunkhwa (Phase-II) (ADP 545/15005)" was approved in the PDWP meeting held on 08-10-2015 with a total cost of Rs. 100.00 Million for the year 2015-16 regarding provision of pick and drop facilities of the teaching staff of 25 Govt. Colleges located in 17 Districts (including 08 Girls Colleges) shall be accommodated.

After fulfillment of all codal formalities i.e Quotation from Govt. Authorized dealers, a meeting of Departmental Purchase Committee was called on 12-02-2016 and a comparative statement was prepared and signed by the Committee, unanimously recommended Toyota Abbott Motors being the lowest one and with the shortest delivery.

The Supply order of the said vehicles was delivered to Managing Director, Toyota Abbott Motors, Mansehra Road, Abbottabad Mr. Sardar Zia Nabi and requested to provide bill against this supply order for advance payment, sign an agreement deed and submit 25% security in shape of CDR/bank guarantee to this department. CDR amounting to Rs. 9,450, 000/- @ 25% was deposited in Bank Alfalah by M/S Toyota Abbott Motors.

As the instance case for sanctioning of advance payment was delayed in Finance Department, this department called upon a meeting of Departmental Purchase Committee on 27-04-2016 wherein it was decided that the CDR may be released as the case was not yet decided in Finance Department, so the CDR released accordingly.

Decision

On 10-06-2016 Finance Department agreed to accord concurrence for advance sanction/payment to M/S Toyota Abbott Motors Pvt. (Ltd) for the supply of 25 Toyota Hiace Vehicles under ADP Scheme in relaxation of rules.

After advance sanction/payment by Finance Department and as per decision of the meeting on 27-04-2016 this department again made a decision

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This Department on 24-06-2016 after processing the bills, handed over a cheque amounting to Rs 91,287,000/- in the name of M/S Toyota Abbott Motors to their representative (namely Mr. Jawad Ashraf). *Supply ?*

Now after such a long process and completion of all codal formalities Toyota Abbott Motors has forwarded their request wherein it is stated that they have already forwarded a letter on 01-05-2016 for the withdrawal of their quotation for the Hiace units and if such order given to someone who claims to represent Toyota Abbott Motors, they will bear no responsibility for that. It is brought into the notice of Purchase Committee members that Toyota Abbott Motors letter dated 01-05-2016 is not received in this department uptill now.

It is worth mentioning here that there seems some lack of coordination in the said company e.g Senior Manager Sales of the Company stated that they received no such supply order which is totally wrong whereas Mr. Sardar Zai Nabi, Managing Director of the Company who made correspondence with Higher Education Department (i.e submitting of quotation etc) already received the supply order on 24-02-2016 and Mr. Jawad Ashraf received the cheque against their bill.

Submitted for perusal and further orders please.

66

GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

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The Purchase Committee Meeting is scheduled to be held on 27-4-2016 at 11:00 hours under the Chairmanship of Special Secretary on the verbal direction of DS (Admin) to discuss every side solution by the said Committee please.

Handwritten Signature
27/4/16

Special Secretary HED.

43

As per decision in the Purchase Committee mentioned above, CDRs are placed on board for Release please.

Handwritten Signature
27/4/2016

SO (H.S.)

44

Released in response of Govt 43/N file

Cashier

Handwritten Signature
27/4/16

next page

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GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

PUC

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Senior Manager (Sales), Toyota Abbott Motors vide PUC has quoted their reference letter dated 01-05-2016 and stated that they have already withdrawn quotation for Hiace units, and it has come to their knowledge that Higher Education Department claim to have given this order to Toyota Abbott Motors which is not the case.

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Senior Manager Sales has further stated that they have received no such payment or supply order and further reiterate that they have withdrawn their quotation in May 2016 and in case if such order given to someone who claims to represent Toyota Abbott Motors, they will bear no responsibility for that.

66

It is worth mentioning here that Toyota Abbott Motors letter dated 01-05-2016 is not received in this department uptill now. Senior Manager Sales, Toyota Abbott Motors has stated (in PUC) that they received no such supply order, it is totally wrong. Mr. Sardar Zia Nabi, Managing Director of the said company who made correspondence with Higher Education Department (i.e submitting of quotation etc) already received the supply order on 24-02-2016 (F/I), as the Senior Manager Sales vide PUC states that the said quotation may be considered as withdrawn whereas Managing Director of the company remain silence in this regard. It seems that there is a lack of coordination in the said company.

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Factual position of the case is that the ADP Scheme "Transport facilities to the staff of Govt. Colleges, Khyber Pakhtunkhwa (Phase-II) (ADP 545/15005) was approved in the PDWP meeting held on 08-10-2015 at a total cost of Rs. 100.00 million for the year 2015-16 regarding pick and drop of the Teaching staff, under the Project 25-Govt. Colleges located in 17 districts (including 08-Girls Colleges) shall be accommodated).

68

After fulfillment of all codal formalities i.e quotation from Govt. authorized dealers i.e various dealers Toyota Motors, a meeting of Departmental Purchase Committee was called on 12-02-2016 (F/F) and a comparative statement was prepared, signed by the said Committee (F/G) and unanimously recommended Toyota Abbott Motors being the lowest and with the shortest delivery. Minutes of the meeting are placed in file vide F/H.

69

The supply order of the said vehicles was delivered to managing Director Toyota Abbott Motors, Mansehra Road, Abbottabad and requested to provide bill against this supply order for advance payment, sign an agreement deed and submit 25% security in shape of CDR/Bank quarantine to this department (F/I). CDR amounting to Rs. 9,450,000/- @ 25% was deposited in Bank Alfalah (F/A). After 02 reminders and visit of DS (Admn), Finance Department (on 10-06-2016) agreed to, accord concurrence for advance sanction/payment to M/S Toyota Abbott Motors (Pvt) Ltd. for the supply of 25 Toyota Hiace vehicles under ADP Scheme 545/150025 in Relaxation of Rules (F/M).

70

As the instant case for sanctioning of Advance payment was delayed in Finance Department, this department called upon a meeting of Departmental Purchase Committee on 27-04-2016 wherein it was decided that the CDR may be released as the case is not yet decided in Finance Department.

71

After advance sanction/payment by Finance Department and decision of meeting on 27-04-2016 this department again made a deed with sole manufacturer company and CDR @10% was deposited by the company (duly tagged).

135

72

This department on 24-06-2016 deposited a cheque amounting to R. 91,287,000/- in account of M/S Toyota Abbott Motors 0115-000583-01-5(F/Y).

73

Now after long process and completion of codal formalities, Toyota Abbott Motors vide PUC is intimating for withdrawal of quotations and stating that if someone who claims to represent Toyota Abbott Motors, they will bear no responsibility, for that. It is once again brought into the notice of the Competent Authority that the letter under reference (dated 01-05-2016) was not received in this department.

74

In this regard, it is proposed that, if agreed to, a meeting of Departmental Purchase Committee be called on emergent basis and the whole matter be brought into their notice for further action.

[Signature]
07/10/16
Accountant

~~SOG~~

75

Para-74/N is submitted for perusal and approval, please.

[Signature]
12/10/16

76

DS/A We may call a meeting of the purchase Committee on the convenient date to worthy Secretary please.

[Signature]
10/10/16

(W) Secretary

77

DS/A

Please call a meeting next week detail note to put up before the meeting

[Signature]
13/10/16

78

SOG/S

DFA is place below for approval please.

[Signature]
13/10/16

79

SOG/S

DS/A

SOG/S

[Signature]
14/10/2016
14/10

69

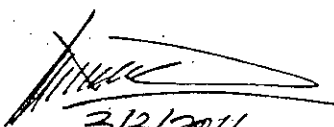
GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

Subject: Transport facilities to the staff of Govt. Colleges of Khyber Pakhtunkhwa (Phase-II) (ADP 545 115005)

27

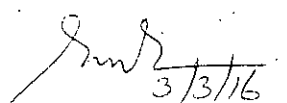
In response to our supply order dated 24-02-2016, M/S Abbott Motors has submitted 3 Nos. of C.D.R. NO. 14040607, 14040606 and 0037187 on dated: - 02-03-2016, respectively as guarantee, placed at F/A. An agreement Deed has been prepared duly signed by M.D. M/S Abbott Motors, the First Party, and placed at F/B for signature of Deputy Secretary (Admn.) the Second Party, for signatures. The same may be signed to proceed further in the case R.

SO(65)


3/3/2016

28.

Para-27/N is recommended and submitted for signature of Deputy Secretary (Admn) HE D to proceed further in the matter please


3/3/16

29

DS (A) is recommended signed please proceed further

SO(6)

next page

70

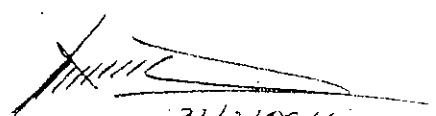
Subject:- TRANSPORT FACILITY TO THE STAFF OF GOVT. COLLEGES (PAHSE-II) ADP.
NO.545/150025.

1/30

Flag A is a bill, amounting to Rs.95445000/- (Rupees Nine Cror, Fifty Four Lacs and Forty Five Thousands only), prepared under Object Head A09501-Purchase of Transport. The amount will be paid to M/S Toyota Abbott Motors, Abbottabad on account of purchase of 25 Toyota Hiace vehicles under approved ADP Scheme No.545/150025-Transport facility to the staff of Gov. Colleges (Pahse-II). All Codal formalities have been fulfilled accordingly and budget is also available to meet the expenditure.

2/31

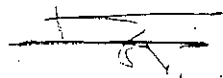
Secretary, Higher Education Department, being a category-I officer is competent to accord sanction as per para (11) of the delegation of power 2001.

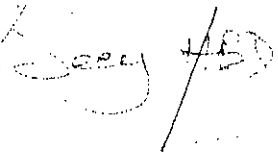

Accountant 31/3/2016

3/30 So(G)

D.S (Admin) Para 2/n submitted for perusal and further order, please

4/33

Spl. Secy. For  31/3/16



5/34

Pl. put up Authorized Dealership Certificate for M/S Toyota Motors Abbt.

6/35

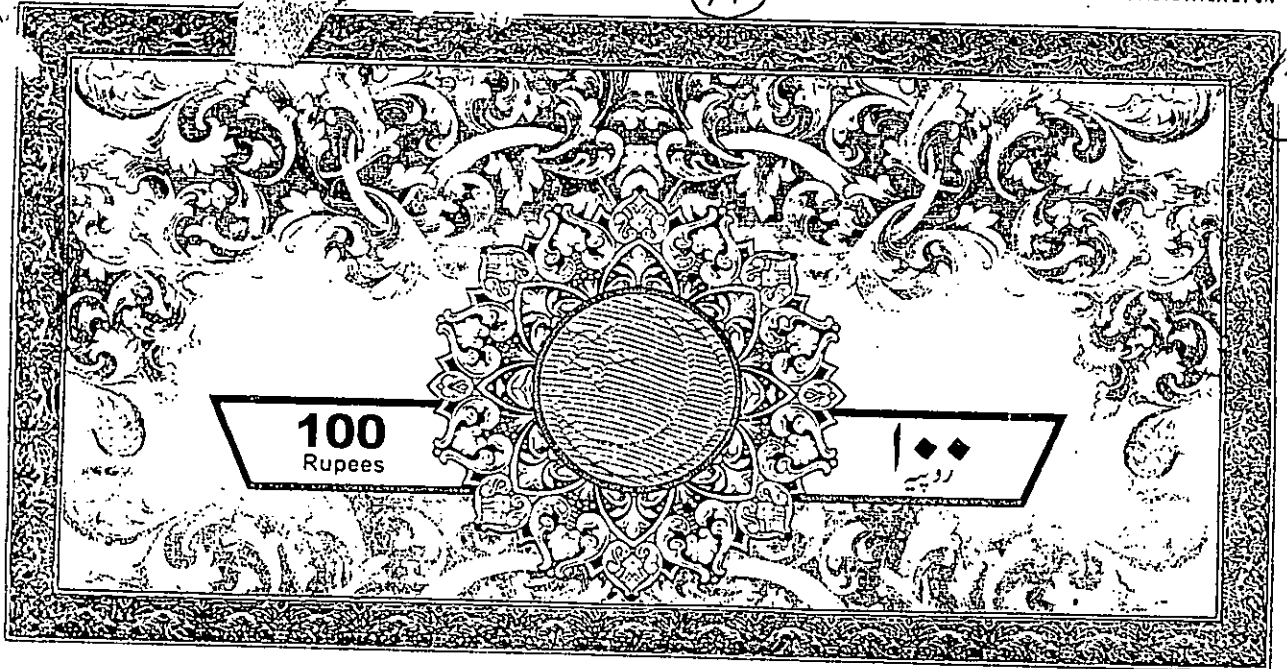
Also confirm if 1% stamp duty is applicable for vehicles purchased for education institutions.

7/36

Pl. put up a list of all codal

L536858

71



AGREEMENT DEED

This agreement is bound to take place between the Higher Education, Archives & Libraries Department, Peshawar and M/s Toyota Abbott Motors on dated 02-07-2016 regarding the purchase of Toyota Hi-ace Dual AC 15 seater standard roof van.

Vehicle Details are as under:-

S#	Type of Vehicle	Quantity	Unit Price	Total Cost
1.	Toyota Hi-Ace Petrol Engine 2TR-FE, Type-Water Cooling inline 4 Cylinder Engine Size 2.7 (2693 cc) - Fuel Tank Capacity, 70 liters Rear Brake Drum- Front Fog Lights Rear Fog Lights- Xenon headlights Additional front headlights- Front/Rec: Wiper - Navigation, audio CD Player Dual AC-14-15 Seats- ashtray fitters. Different colors (white, silver etc). IMPORTED From JAPAN	25	Rs. 3,780,000/-	Rs. 94,500,000/-
Total				94,500,000/-

Following are the terms and conditions:

- The warranty period by the manufactures is 02 years or 50,000 KM, (whichever comes first) from the date of delivery shall apply, for any manufacturing fault.
- The company is responsible to deliver the vehicles which are by law allowable to import in Pakistan fulling the import policy of Government of Pakistan.
- The company will be held responsible to pay all kind of Govt. taxes in vogue and invoice/ challah will be submitted to this department to clear a query by the audit for any other agency regarding the said purchase. GST Deducted at clearing port will also include in tax amount since all kind of taxes and duties are paid during import processes, company will provide documents of paid duties and taxes at the time of delivery. Therefore department will not deduct any kind of tax and will release 100% advance payment to the company in favor of business name M/S Toyota Abbott Motors NTN No 2672698-0. Tax certificate is issued by Department of NTN number mentioned.
- The process quoted is based inclusive Custom duty / Govt / Level applicable on import of vehicles.
- The company is responsible to deliver within stipulated period.
- 100% advance payment along with supply order.
- Pre-shipment inspection of vehicles will be made by the inspection committee constituted by this department.
- The contract is subject to standard condition of force majeure.
- 10% security in shape of Pay Order/ Bank guarantee will be placed with department by M/S Toyota Abbott Motors. PAY ORDER NO 00003417, Bank Alfalah Islamabad Amount 9450000/-

Deputy Secretary (Adman)
Higher Education Department

Jawad Ashraf
M/S Toyota Abbott Motors



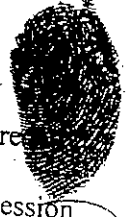
72

Serial # 9515
Dated: 02-07-2016

M/S Toyota Abbott Motors Jawad Ashraf S/o Raja Muhammad
Ashraf (CNIC No. 13503-0533795-3) R/o First Floor, H No. 38
Galli 2, Sector I 8/2, Islamabad FOR AGREEMENT DEED

Zeeshan Qureshi
License # 849
Chandi Chowk, Rawalpindi

Signature
&
Thumb Impression



Jawad Ashraf

73



0000001352571
Gen No: 093808

GOVERNMENT OF KHYBER PAKHTUNKHWA

Cheque No: 1352571

A/C No. _____ A/C Type: HON FOOD A/C PWB Pre-Audit Cheque Dated: 24.06.2016

Department _____ Office of College Education

On the State Bank of Pakistan National Bank of Pakistan
Pay to M/S TOYOTA ABBOTT MOYORS 0115-000583-01-5 BANK ALHABIB 5513

Rs. ***91,287,000/-*** Rupees SEVENTY-ONE MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND ONLY

NOT PAYABLE AFTER
30-6-2016

and charge the same against the account of the Government of Khyber Pakhtunkhwa

N.B This cheque is current for three months only after the month of issue.

DO NOT WRITE BELOW THIS LINE

Assistant Accountant General
Accounts Officer

Q

74

MINUTES OF THE DEPARTMENTAL PURCHASE COMMITTEE MEETING HELD ON 20-10-2016 AT 10-00 AM UNDER THE CHAIRMANSHIP OF SECRETARY HIGHER EDUCATION DEPARTMENT.

The subject meeting was held on 20-10-2016 at 11-00 am under the Chairmanship of Secretary Higher Education Department in his Office, in order to discuss the matter of withdrawal of quotations by M/S Toyota Abbott Motors, Mansehra Road Abbottabad, for supply of 25 Hiace Vehicles to Higher Education Department.

The meeting started with the Name of Allah and thereafter, on the direction of the chair, the Deputy Secretary(Admn), apprised the members of the committee regarding the background of the subject matter.

The Chair, and members, after detail discussion, decided to constitute a sub-committee consists of the following members, to visit Abbott Motors, Abbottabad and inquire about the matter in detail and submit their report to the committee in next meeting.

1. Mr. Muhammad Hayat Khan, Deputy Secretary(Admn) Higher Education Deptt:
2. Mr. Aziz Muhammad, Section Officer(B&A) Higher Education Department.
3. Mr. Wajid Ali, Deputy Director P&D, Directorate of Higher Education Dptt:

The meeting ended with the vote of thanks.

REPORT REGARDING PROCUREMENT OF HIACE FROM TOYOTA ABBOTT MOTORS, ABBOTTABAD


In pursuance of the decision taken in the Departmental Purchase Committee Meeting dated 20th October 2016, the Sub-committee visited Toyota Abbott Motors Abbottabad on the same day to discuss the issue of withdrawal letter dated 06-09-2016 sent by the dealer. The Committee reached there at the evening & discussed the issue with Mr. Sajjad, Manager Finance. He confirmed that Mr. Zia Nabi is Director of the firm and told that Senior Staff of the firm was on training at Islamabad while Mr. Zia Nabi, Director was in Karachi. His written statement is enclosed at **annex-A**. However, he couldn't handover us the profile of his firm without permission of his Senior Officers and confirmed that Senior Staff will visit Higher Education Department in the next week to resolve the issue once for all.

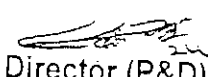
On the next day the Committee met with Mr. Jawad, receiver of the cheque of Toyota Abbott Motors, told that he was business partner of Zia Nabi. He further informed that he is a sound business-man and has purchased 25 Nos. of HIACE at Japan on the name of Higher Education Department in which 10 have been reached (photos are enclosed at **Annex-B**) while the rest will be reached within a period of three weeks, however, if there is any legal complications to the Department in the procurement of these vehicles, he is ready to return back the money to the Department. His written statement is enclosed at **Annex-C**.

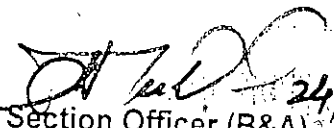
When we contacted Zia Nabi on Mobile phone, he told that he will reach back from Karachi on 23/10/2016. On that day, the Committee met Mr. Zia Nabi, Director who verbally told that Mr. Jawad was his friend but he was reluctant to give written statement to us in this regard. He further added that he will give written statement after consultation with his management & legal counsel in the next week.

The CDR was confirmed and found correct.

Report is submitted for perusal of the Committee.


Deputy Secretary (Admn)
Higher Education Department


Deputy Director (P&D)
Directorate of HE


Section Officer (B&A)
Higher Edu: Department
24/10/16



77

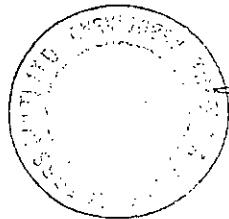
GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES
DEPARTMENT

Statement of Manager Finance
Joyda Abbott Motors Abbottabad

A team of HED, KPK visited
this firm regarding verification
of Qutub's withdrawal of 25
lacs today on 20/10/2016.
But the Senior Sales Staff
of this firm is on training
for two days at Islamabad
i.e 20th & 21st October, 2016.
RTO.

78

~~But~~ While Sardar Zia Nabi
Direct^{at time} / is in Karachi. The
matter will be resolved
~~as of when~~ upto next
Monday. Our Senior Staff
will visit HBD on Monday
or Tuesday next for
resolving the issue once
for all.



20-10-16

Prince Mansoor

بیان حلفی جسے جواد اشرف لوٹو ٹا ایٹس جوڈرز اور
میں جواد اشرف ولید محمد اشرف

اقراری ہوں کہ میرے بزنس پارٹنر ضیاء بنی ام ڈی
لوٹو ٹا ایٹس جوڈرز ایٹ آباد نے HED کو (25) ہائس کارڈ
کا کوشش ایسے فرم کے نام سے ہم کرانا تھا جس کے متعلق
eDR بھی بینک میں HED کے نام سے ہم کرائے تھے ہماری
کوشش منظور ہوئی اور HED نے سیلابی آرڈر دیدی
جس نے HED سے مبلغ 9 کروڑ 12 لاکھ 87 ہزار
پندرہ چھ سو 71 1352571 مورخہ 29/6/16 طرہ سے
نام MS Top & Abbott Motors مورخہ 29/6/16
از خود وصول کیا۔

جس نے گاڑیاں حایان سے منگوائی میں جسے پہلی کھپی میں
(15) گاڑیاں بھیج گئی ہیں اور بقایا حروفہ طریقہ کار کے مطابق
میں ہفتوں میں بھیج جائینگے جس نے HED کے ساتھ
کسی قسم کی دھوکہ دہی نہ کی ہے اور نہ کروں گا۔ میرا اپنا
مستحکم بزنس ہے جو کہ BR قسم کی ویب سائٹ (website) سے
کسی بھی وقت نقد لیں کروا سکتے ہیں۔

میں HED کو گاڑیاں فراہم کرنے کا بائند ہوں البتہ اگر
depa کو کسی قسم کی قانونی پیچیدگی ہو تو میں عام پیسے
بھی واپس کرنے کو تیار ہوں جس کے تحت depa سے
(570)

حساب وقت درکار ہوگا کیونکہ میں نے جاپان میں
 MED کے نام پر کارڈوں کی لئے ادائیگی کر دی ہے اور
 اتنا amount دوبارہ اکٹھے کرنے میں مجھے وقت درکار ہوگی۔
 علاوہ ازیں مجھے اجازت دی جائے کہ میں از خود کسی کے
 سامنے پیش ہو کر تمام تفصیلات سے آگاہ کر سکوں۔
 بیان پڑھ کر اور مستحکم درجہ تسلیم کیا۔

(جو ادا ہو گیا) 16 Oct 2016
 Toyota Abbott Motors Rajwalpindi
 CNIC 135030833795-3

GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

Subject:- Purchase of 25 Hiace vehicles
to provide Transport facilities in
Govt. Colleges of K.P.K.

58

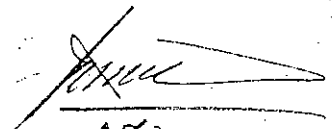
Refer Para 39/N.

58

Finance Department accord sanction for
Advance pay-out to M/S Abbott Motors, Abbottabad,
for provision of 25 Toyota Hiace vehicles as per
approved PC-I (FIM). All usual formalities
have already been fulfilled accordingly. Budget
is also available to meet the expenditure.

59

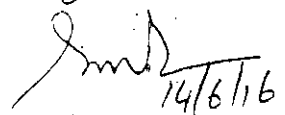
Secretary Higher Education Department
may kindly accord sanction being category-I
officer as per Para (11) of the Delegation of
Power Rules 2001.


13/6/2016

Spl. Secy

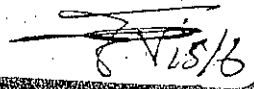
60

Advance sanctioned payment to M/S Abbott
Motors, Abbottabad by F.D. regarding provision of 25 Toyota
Hiace vehicles as per approved PC-I. The Secretary
HED may be accord sanction, being Category-I Officer
under the existing rules, please.


14/6/16

D/S(A) Secretary HED may accord sanction
to submit bill in A.G. office please.

Spl. Secy. (Away)


15/6/16

61



Office of the
Accountant General
KHYBER PUKHTOON KHWA Peshawar
Phone: 091 921.1250-54

No.PR-8/Tax Verification/2016-17/272

Date: 20.02.2017

TO WHOM IT MAY CONCERN

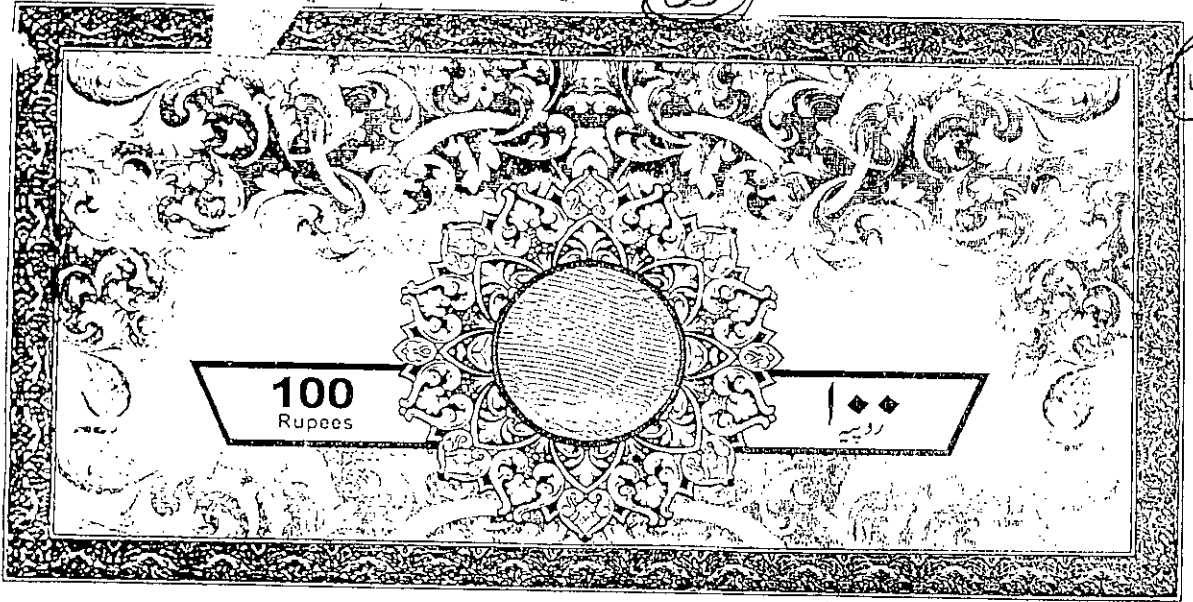
It is certified that General Sales Tax have been deducted from the M/S Toyota Abbot Motors at the following rates during financial year 2015-16, on account of Purchase of Transport/vehicles by the Secretary Higher Education Khyber Pakhtunkhwa Peshawar.

Gross Amount	G.S.T Due	G.S.T Deducted	G.S.T Excess
95445000/-	2773615/-	3213000/-	439385/-

A. Tehmuni
Assistant Accounts Officer

Pay Roll-08 20/2/17

20/2/17



AGREEMENT DEED

This agreement is bound to take place between the Higher Education, Archives & Libraries Department, Peshawar and M/s Toyota Abbott Motors on dated 02-07-2016 regarding the purchase of Toyota Hi-ace Dual AC 15 seater standard roof van.

Vehicle Details are as under:-

S#	Type of Vehicle	Quantity	Unit Price	Total Cost
1.	Toyota Hi-Ace Petrol Engine 2TR-FE, Type-Water Cooling inline 4 Cylinder Engine Size 2.7 (2693 cc) - Fuel Tank Capacity, 70 liters Rear Brake Drum- Front Fog Lights Rear Fog Lights- Xenon headlights Additional front headlights- Front/Rear Wiper - Navigation, audio CD Player Dual AC-14-15 Seats- ashtray fitters. Different colors (white, silver etc). IMPORTED From JAPAN	25	Rs. 3,780,000/-	Rs. 94,500,000/-
Total				94,500,000/-

Following are the terms and conditions.

1. The warranty period by the manufactures is 02 years or 50,000 KM, (whichever comes first) from the date of delivery shall apply, for any manufacturing fault.
2. The company is responsible to deliver the vehicles which are by law allowable to import in Pakistan fulling the import policy of Government of Pakistan.
3. The company will be held responsible to pay all kind of Govt. taxes in vogue and invoice/ challah will be submitted to this department to clear a query by the audit for any other agency regarding the said purchase. GST Deducted at clearing port will also include in tax amount since all kind of taxes and duties are paid during import processes, company will provide documents of paid duties and taxes at the time of delivery. Therefore department will not deduct any kind of tax and will release 100% advance payment to the company in favor of business name M/S Toyota Abbott Motors NTN No 2672698-0. Tax certificate is issued by Department of NTN number mentioned.
4. The process quoted is based inclusive Custom duty / Govt / Local applicable on import of vehicles.
5. The company is responsible to deliver within stipulated period.
6. 100% advance payment along with supply order.
7. Pre-shipment inspection of vehicles will be made by the inspection committee constituted by this department.
8. The contract is subject to standard condition of force majeure.
9. 10% security in shape of Pay Order/ Bank guarantee will be placed with department by M/S Toyota Abbott Motors. PAY ORDER NO 00003417, Bank Alfalah Islamabad Amount 9450000/-.

Deputy Secretary (Adman)

Higher Education Department

Jawad Ashraf

M/S Toyota Abbott Motors



84

Serial # 9515
Dated: 02-07-2016

M/S Toyota Abbott Motors Jawad Ashraf S/o Raja Muhammad Ashraf (CNIC No. 13503-0533795-3) R/o First Floor, H No. 381 Galli 2, Sector I 8/2, Islamabad FOR AGREEMENT DEED

Zeeshan Qureshi
License # 849
Chitral Chowk, Rawalpindi

Signature
&
Thumb Impression



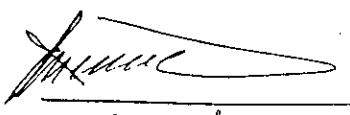
Jawad Ashraf

GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

99

Meeting of the Purchase Committee will be held on 24-11-2016 at 3-00 PM under the chairmanship of worthy Secretary. All Members have been informed accordingly. Brief History of the case may be seen at Para 64 to 74/N please.

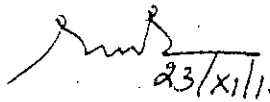
Sd/bs)


23-11-2016

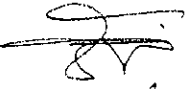
100
101

DS (Admin)

Worthy Secretary may chair the meeting at 3:00 PM on 24/11/16 please.


23/11/16

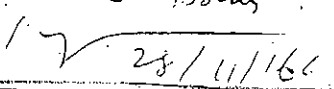
(W) Secretary


23/11

102

As this is a long standing issue which has seen many developments, a meeting may be held by DSE(A), along with Dir(C) and other concerned members at his level to prepare a brief with proposals and options on the subject stating all the issues.

DSE(A)


28/11/16

103

86

Call meeting on 2/12/16 at 2:30 PM please.

SO (G)

~~ST~~

27/11/16

104

Letters issued accordingly.

~~ST~~
29/11/16

105

Subject: Minutes of the Departmental Purchase Committee Meetings held on 2-12-2016 and 6-12-2016.

106

Minutes of the Departmental Purchase Committee Meetings held on 2-12-2016 and 6-12-2016 under the chairmanship of DS(A), are placed on board for approval of competent authority please.

SO (G)

~~ST~~

13/12/2016

106

DS(A) Worthy Secretary may see minutes of the last two meetings (purchase committee), next meeting will be held on 15/12/16 to give proper time for payment please.

~~ST~~ 13/12/16

17

(W) Secretary Discussed with worthy Secretary, call meeting 13/12

18

SO (G)

Author


~~ST~~ 14/12

GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT.

Subject: - Purchase of 05 Toyota Hiace

109

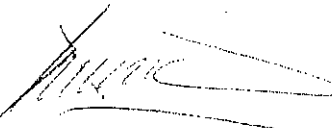
In response to this Department's Letter No. SOG/HE/ADP-545/152005/2015-16 dated 16-12-2016 on the subject noted above, Mr. Jawad Ashraf, The owner of M/s Toyota Abbott Motors, Rawalpindi, submitted two letters vide at PVC-I & II, which are self explanatory. The Issue may be placed before the Purchase Committee for further proceedings please.


2/1/2017


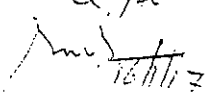
110. SO (G) Submitted for perusal and further order, pl.

DS (Admin.)  Jmd 2/1/17

111 Letter for quotation, to M/s Toyota Khyber Motors is placed below for approval as desired please.


14/1/2017

112 DS/A) Issue please.

113 SO (G) letter signed for issuance, pl. 
Cashier  16/1/17

(85)

Subject Discrepancy in Order of 25
Toyota Hiace 2.7. Petrol

114

M/S Toyota Khyber Motors submitted a letter on the above cited Subject vide P.V.C. Stated that 1/5th GST Certificate should be provided by FBR. in the Name of Indus Motors Co. Ltd. Karachi, to resolve the Discrepancy or to drop the purchase order, placed by this Department.

115

Factual Position of the case is that, Certificate of 1/5th GST deduction obtained from AG office as per Direction of Deputy Secretary (Admin.) and forwarded to Toyota Khyber Motors to proceed further, but it was returned back with the request to provide a certificate from FBR. to Adjust the withholding amount on account of GST due on M/S Indus Motors Co. Ltd., while FBR. authorities refused to provide such like Adjustment Certificate.

116

It is further added that this Department have the following options to resolve the issue once for all:-

(i) The Discrepant amount of GST. should be paid to M/S Toyota Khyber Motors by Mr. Jamad Ashraf, owner of Toyota Abbott Motors, Rawal Pindi, being responsible for the entire situation.

OR

(ii) Purchase order Issued to M/S Toyota Khyber Motors may be cancelled and Total amount should be deposited in Govt. Exchequer.

P. T. O.

— next page —

GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

117

However, it is Proposed to bring the entire situation into the notice of Purchase Committee to take a solid Decision.

118

Submitted for further orders pl.

[Signature]
21/03/2017
Accountant

SO/G

119

Paras 114-117/N is submitted for perusal and further orders please.

[Signature]
21-3-17

DS(A)

121

DFA is placed on Board as desired for approval and to proceed further pl.

SO/G

[Signature]
21/3/2017

122

DFA is placed in file for perusal / approval before issue please.

123

DS(A) Issue plus

[Signature]
21/3/17

SO/G
[Signature]

[Signature]
21/3/17

Refer Para 114 to 123/N

124

In response to this Defunct's letter no. S/OG/HE/ADP/545/150005/2015-16 dated 31-3-2017, The Deputy Commissioner IR, FBR submitted Reply vide at P.C. with the remarks that the matter pertains to Regional Tax office, Abbottabad, so the Defunct should take up the case with Regional Tax office Abbottabad on the Point of Jurisdiction.

Submitted for further orders PL

[Signature]
10/04/2017

125

SO(6)

Submitted for further orders and further orders please.

126

SO(A/mini)

As proposed.

127

SO(6)

Ac/Att.

[Signature]
14/4
14/4/17

128

I have not submitted any Proposal but record the remarks of Deputy Commissioner FBR and ask for further orders. Please clarify the Guidelines to proceed further in the case.

129

SO(6)

Submitted for further orders please.

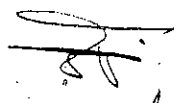
[Signature]
14/4/2017

GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

130

Take up the case with ATO
Abbottabad accordingly.

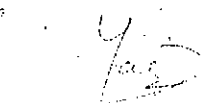
SO(G)


17/4

131

For further necessary action

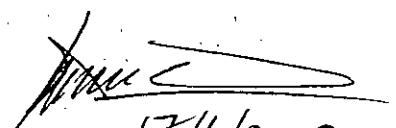
Acq/H.


17/4/17

132

DFA is place below for approval
as directed pl.

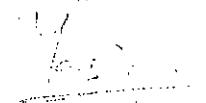
SO(G)


17/4/2017

DFA is submitted for personal
approval. Issue please.

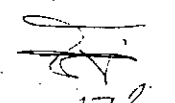
132

DS (Affinity) Issue DFA

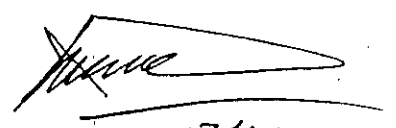

17/4/17

133

SO(G) letters for signatures pl.


17/4

SO(G)


17/4/2017

134

Signed pl. Issue.


17/4/17

(92)

Subject: Toyota Hiace 25 units 2.7L Petrol order

135

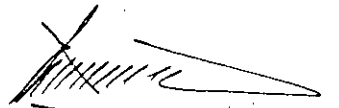
12

The Sales Manager M/s Toyota Kyber Motors (Pvt) Ltd. submitted a letter vide P.C. stating that Indus Motor Company Ltd "IMC" informed them that 1/5th of the GST which has already been deducted shall not be adjusted against our supply order and a complete price amounting to Rs. 3811500/- per unit shall be required for invoicing of our 25 unit vehicles. They further stated that if Higher Education Deptt. agrees to pay full payment, then informed them to proceed further or otherwise.

136

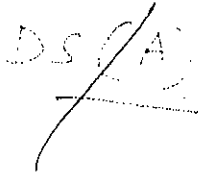
Keeping in view the entire situation, it is once again proposed that the matter may be bring into the notice of High ups i.e. Special Secretary being the chairman of Purchase committee, and members of Purchase Committee to take a solid decision please.

SO(B).


05/05/2017

137

Paras 135 & 136 M is submitted for review and further necessary action please.

DS/A


Next Page

93

GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT

Subject:- 25 Toyota Hiace 2.7 Petrol.

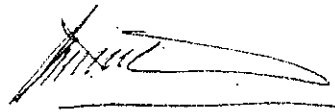
138

The Sales Manager M/s Toyota Khyber Motors (Pvt) Ltd again, submitted a letter vide P.V.C. stating that bookings of 25 Toyota Hiace 2.7 Petrol vehicles is still discrepant due to balance payment. He further stated that the company have been continuously updating Deputy Secretary (Admin) in person about the submission of 3rd installment before June 15th 2017 30% of the balance payment PKR 27,755,539 as per agreement deed but as of today the June month 3rd installment is still not yet provided.

139

Keeping in view the above statement, it is once again proposed that the matter may be bring into the notice of Special Secretary being the Chairman of the Purchase Committee for further guidance pl.

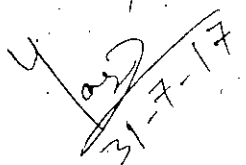
Sof(s)



31/7/2017

140.

Para 138 & 139/N refers for kind perusal and further orders of the competent Authority please.





94

Subject:- 25 TOYOTA HIACE 2.7 PETROL.

141

As per detail history of the case given in para 64 to 74 and para 114 to 117 and then para 135 to 136/N, now the position is that this Department was bound to paid full amount to M/S Toyota Khyber Motors Peshawar before 15th of June 2017 as per agreement deed. But Mr. Jawad Ashraf, the owner of M/S Toyota Abbott Motors Rawalpindi, was failed to paid the installments within the stipulated time period. Total payment of Rs.48129615/- has been paid till date as per given detail below:

S.#	Pay Order No.	Date of Pay Order	Amount.
1	POFZD 00002297	10-02-2017	22,221,750/-
2	POFZD 00002300	14-02-2017	190181/-
3	POFZD 00002303	17-02-2017	117684/-
4	06287006	08-05-2017	10,000,000/-
5	BC FTI 00000512	25-07-2017	10,000,000/-
6	BC MNS 00000113	03-08-2017	5,000,000/-
		Total amount paid	48129615/-

142

This case was repeatedly submitted to D.S.(Admn), Mr. Muhammad Hayat with the request to bring the matter into the notice of Special Secretary, being the chairman of the purchase committee to take a solid decision vide Paras 117, 136 and 139/N, but he personally deal this case with both the parties.

143

Submitted for further orders please.

[Signature]
4/8/17

144

Sof/Gr)
Submitted for perusal and further orders of the Competent Authority please

Spl. Secy.

4/8/17

145

An E-Mail also submitted by TOYOTA Khyber Motors vide at FIA, insisting for remaining payment by the End of August 2017 as before the arrival of 30 Nos. of Hiace vehicles.

Submitted for further orders Pl.

[Signature]
8/8/17

146 Sof/Gr)

Paras 141-145/N refers for perusal and further orders of the Competent Authority please.

Yaz
8/8/17

147 DS(A) pay order received from Toyota Motors are mention in para 141/N. pay order ^{already} given to Toyota Khyber motor from S.NO (01-05).

148 We may handover the pay order at S.NO "6" amounting Rs 05 Million to Toyota Khyber motor please.

149 E-mail received from Indus motor to Toyota Khyber motor may be seen on File "A" regarding the supply of 20 Horses out of 25 Horses in the end of August please.

150 para 147-149/N submitted for perusal and para 148/N for approval please.

151 Spl. Secy 11/11/17 8/8/17

11/11/17

2017

approved with the Director's & Dept's
Notes of Ex. Controller/Partners of Toyota
to arrange payments to Toyota
so that the expected consignments
of vehicles is provided to
Colleges. with the time of execution
may be checked by Dept's
Notes of Ex. Controller/Partners


Secy (H.S.)
152

Pl. ensure that the delivery
is made & the process is
completed in accordance with the
Codal formalities at the
earliest as the matter has
already been delayed.

153

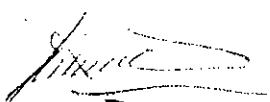
Proceed as per para 151/N for
completion in time now by

154
DSC(A)
SO(G)

25/8/17

25/8/17

155

Copy notes along with covering letter
Delivered to M/S Toyota Ichhapur Motors accordingly.


30/8/2017

97

BankIslami Pakistan Limited

Current Account Cheque Book

Armed

9/2



9368206

MANSEHRA BRANCH,
SUB BRANCH OF ABBOTABAD BRANCH.

Sectavy Higher Education Archives and Libraries Department Date: 2017 Oct 2017

OR BEARER

IN THE SUM OF NINE MILLION Four hundred and
seventy thousand only

Rs. 9450000/-

CHEQUE NO. 302 9368 001

Signature

Do not write or stamp below this line

9368206020042

0000

CDR

98

A/C Payee Only

 **Bank Alfalah**

(0373) G-6 Markaz Branch Islamabad
Amount not over PKR 9,450,000.00

No. POGBD 00003417
FT161723649079

Ref No. 20-06-2016

Date only

Pay to Higher Education, Archives and Libraries Department
of order

PKR 9,450,000.00

Rupees NINE MILLION FOUR HUNDRED FIFTY THOUSAND ONLY

Payable at issuing branch only
Please do not write below this line

Signature
1597
Signatory
PA/Attorney No

Signature
2328
Signatory
PA/Attorney No

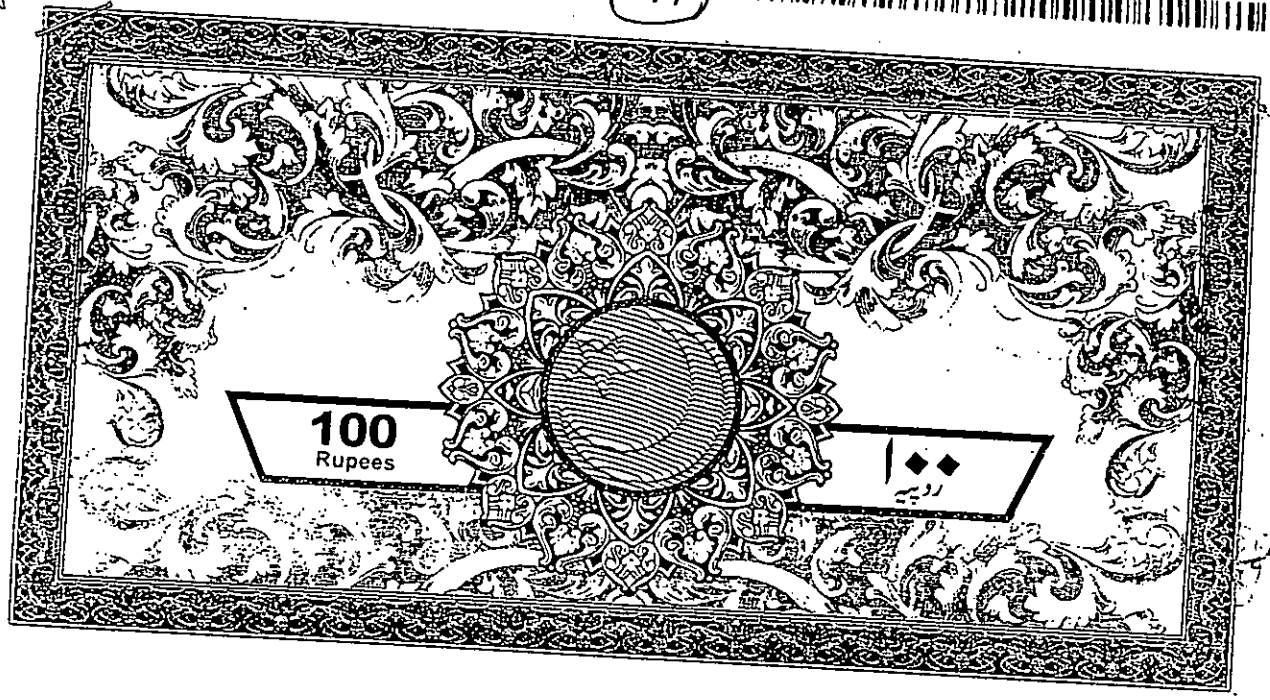
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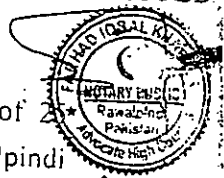
PROMISSORY NOTE

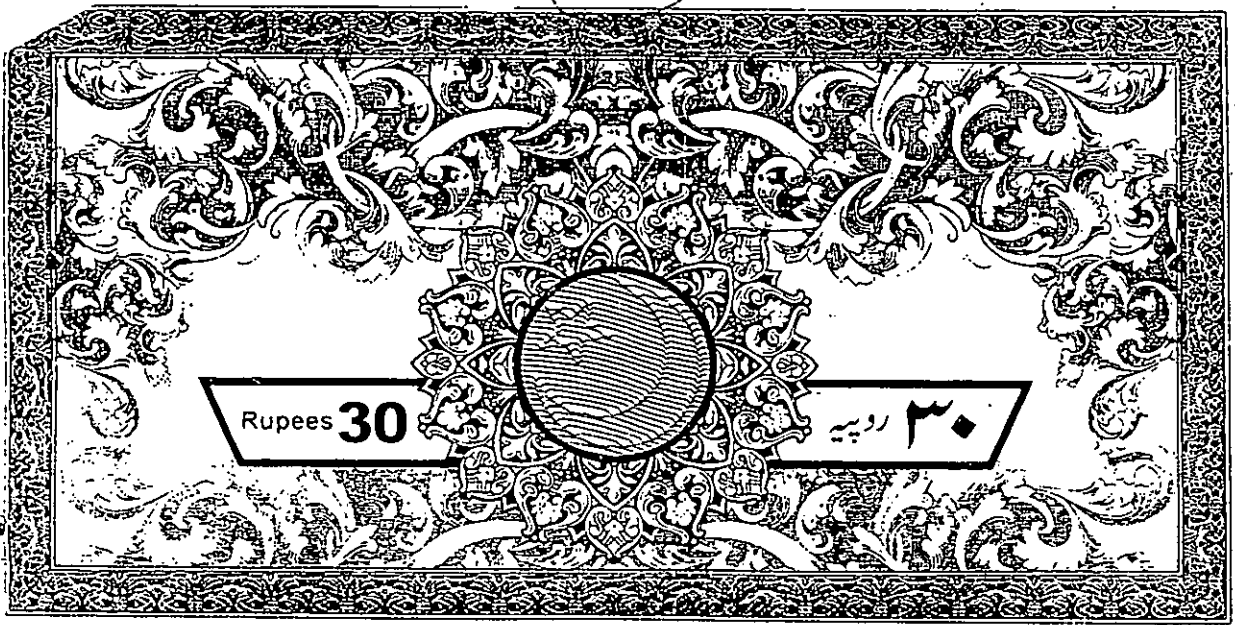
I, Mr. Jawad Ashraf, on behalf of M/s TOYOTA ABBOTT MOTORS had received a Cheque No. 1352571 dated 24/06/2016 for Rs. 91,287,000/- from Higher Education Department, Government of Khyber Pakhtunkhwa (hereinafter referred to as "the department") against the supply order of 25 Hiaces (imported). The entire amount was paid to Indus Trading Co. Japan for purchase of vehicles amongst which 10 Hiaces reached Pakistan and the rest were on board. In the meantime the department received an e-mail from Indus Motors Karachi wherein it was stated that the procuring entity was situated into the jurisdiction of Peshawar Region that is why no other dealer was authorized for such delivery to the department (copy of the which has already been communicated). In case of violation, the Indus Motors Karachi might have cancelled the authorized dealership of Toyota Abbott Motors.

In wake of the jurisdiction bar, in this regard, I, Mr. Jawad Ashraf, hereby request the department to purchase the vehicles from any authorized dealer of Toyota Indus Motors situated in the Peshawar Region and also undertake that I will be responsible of increase/decrease, if occurred in the price (as per Indus Price List of the Toyota Indus Company) of the vehicles in the new submitted quotation of same specifications by Toyota Motors or dealers.

As a matter of fact, the amount had been spent completely on the purchase of vehicles, therefore, I did sale out Commercial Plaza in the Satellite Town Rawalpindi wherein I received Rs. 10.00 million as an advance and the rest will be received up to June 2017 (detail is attached) and other personal property, in order to, collect the huge amount within the shortest possible time. In the prevailing circumstances, it is impossible for me to pay the entire amount in *lump sum* to department, however, I shall pay the entire received amount of the 25 vehicles to the Indus Motors Company, Karachi within the Current Financial Year 2016-17, as per following detail on behalf of the authorized dealer of the Peshawar Region from whom the department intends to procure the vehicles. In the meanwhile, the department will issue me NOC for sale of the vehicle imported in the name of...

ATTESTED:





installments will be issued under my signature / account these installments/schedule of payment are accepted by Indus Motors Company but will start supply immediately-

MODE OF PAYMENT

Total Amount payable to IMC Ltd and <i>schd of HED KPK Peshawar</i>		Rs. 92,047,725/-
25% of total amount paid <i>(Rs. 22,821,750/- through Pay Order # 00002297, dated 10-02-2017 & Rs. 190,181/- through Pay Order # 00002300, dated 14-02-2017 drawn on Bank Alfalah Faizabad, Rawalpindi)</i>	Rs. 23,011,931/-	
10% of total amount retained by HED	+ Rs. 9,450,000/-	
Total Received by HED	Rs. 32,461,931/-	- Rs. 32,461,931/-
BALANCE / Payable Amount of IMC		= Rs. 59,585,794/-

That I will be responsible to pay the balance amount to the M/s Indus Motors Co. Ltd. A/C of Higher Education Archives & Library Department, Peshawar, KPK as per below mention schedule.

- > Before April 30, 2017 15% of the Balance Payment
- > Before May 30, 2017 20% of the Balance Payment
- > Before June 15, 2017 30% of the Balance Payment

The department has right to take legal action against me on breach of promise.

Signature:
 Applicant
 Jawad Ashraf
 Address: House No. 9445-T,
 Mohallah Nari, Shinkiari Road,
 Mansehra.
 CNIC # 13503-0533795-3



Toyota Khyber Motors
 Peshawar

GUARANTORS

1. M. Naveed Siddiqi
 Name _____
 S/o _____
 Address F-658 F-Block
Near Zoom Petrol
Pum Satellite Town Rawalpindi

2.
 Name M. Khalid Siddiqi
 S/o Muhammad Siddiqi
 Address Rawalpindi

بیان حلفی مسی جواد اشرف لوگوٹا ایبٹ ٹوٹرز اور
میں جواد اشرف ولد محمد اشرف

اقراری ہوں کہ میرے بزنس پارٹنر ضیاء نبی ایم ڈی
لوگوٹا ایبٹ ٹوٹرز ایبٹ آباد نے HED کو (25) ہالٹس کارڈز
کا کوٹیشن اپنے زرم کے نام سے ہم کرایا معا جسد لئے متعلقہ

CDR ہی بینک میں HED کے نام جمع کرائے تھے ہماری
کوٹیشن منظور ہوئی اور HED نے سیٹل آڈیٹ دیکھی

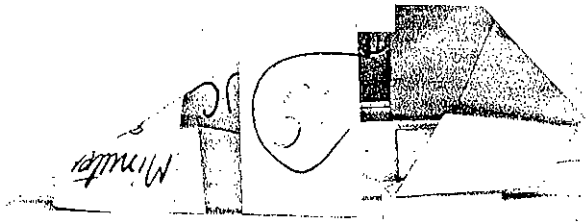
میں نے HED سے مبلغ 9 کروڑ 12 لاکھ 87 ہزار
بزرگ چیک نمبر 1352571 مورخہ 24/6/16 ملکہ آباد

بنام MS Toyota Abbott Motors مورخہ 29/6/16
از خود وصول کیا۔

میں نے گاڑیاں جاپان سے منگوالی میں جسٹس پہلی کہیں تھیں
(10) گاڑیاں بیچ گئی ہیں اور بقایا حرجہ طریقہ کار کے مطابق

تین ہفتوں میں بیچ جائیں گے۔ میں نے HED کے ساتھ
کسی قسم کی دعوہ دی نہیں ہے اور نہ کروں گا۔ میرا اپنا
مستحکم بزنس ہے جو کہ FBR کی ویب سائٹ (website) سے
کسی بھی وقت لقمہ لوق کر سکتے ہیں۔

میں نے HED کو گاڑیاں فراہم کرنے کا بائندہوں البتہ اگر
dept. کو کسی قسم کی قانونی پیچیدگی ہو تو میں تمام پیسے
میں واپس کرنے کو تیار ہوں جس لئے مجھے dept. سے
(P.T.O.)



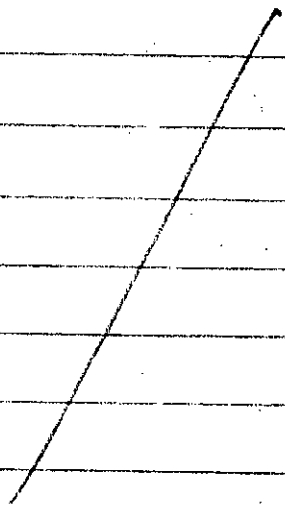
102

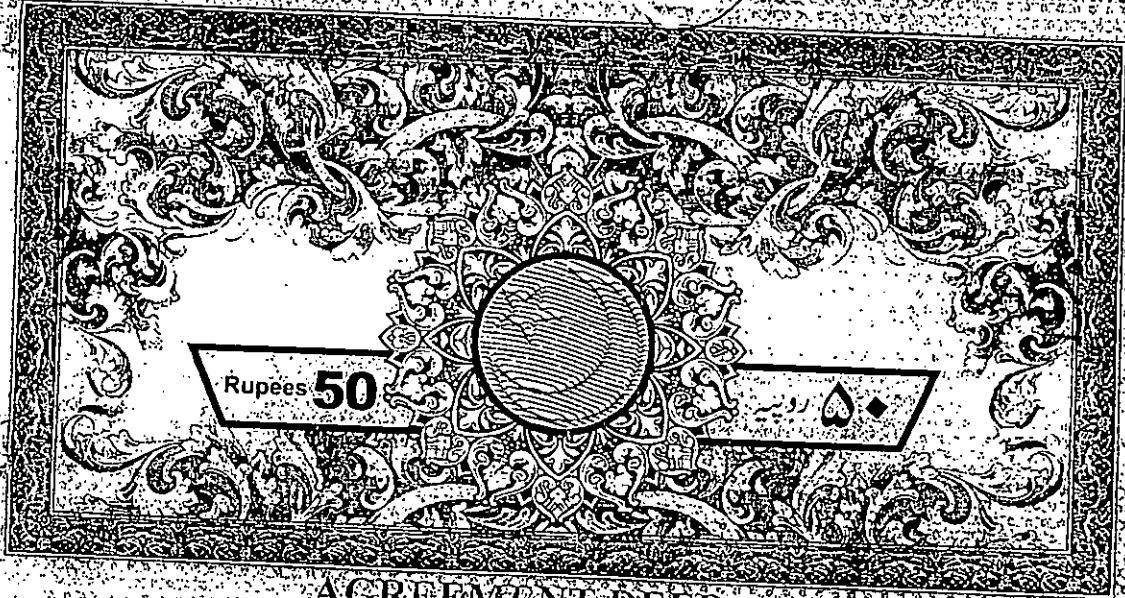
حساب وقت درکار ہوگا کیونکہ میں نے جاپان میں
HED کے نام پر کارٹروں کی لئے ادائیگی کر دی ہے اور
اتنا amount دوبارہ اکٹھے کرنے میں مجھے وقت درکار ہوگی۔
علاوہ ازیں مجھے اجازت دی جائے کہ میں از خود کیٹی کے
ساحنے پیش ہو کر تمام تفصیلات سے آگاہ کر سکوں۔
میان پر دفتر اور دستک در دست تسلیم کیا۔

(جواد امجد)

Toyota Abbott Motors Rawalpindi

CNIC 135030533795-3





Rupees **50**

۵۰ روپے

AGREEMENT DEED

This agreement took place at Peshawar dated February 16th 2017 Between The Higher Education Archives & Libraries Department, Peshawar referred to as 1st party, and M/S Toyota Khyber Motors, Peshawar herein after referred to as 2nd party regarding the purchase of 25 units of Toyota Hiace Dual Axle 15 seater standard motor van.

Vehicle Description is as under.

S ⁿ	Type of Vehicle and description	Quantity	Unit Price	Total Cost
	Toyota Hiace Standard 2 nd Axle Dual Axle Specification dual AC Right Hand Drive 4 speed manual Transmission front Heater, Lighter, intercom wiper, ABS, Steering up Holder, Audio CD AM-FM 2 Speakers, Fabric vinyl Leather Digital Clock, Wheel Caps, Seat Belts front & Rear, High Mount Stop Lamp, Hydraulic Power Steering, spare wheel and tool kit	25	Rs. 2,75,540/-	Rs. 6,888,500/-

104

Following are the terms and conditions that are binding on both parties

The warranty period by the manufacturers is 02 Years Or 50,000 KM (whichever comes first) from the date of delivery shall apply for any manufacturing defect.

The company is responsible to deliver the vehicles when are allowable by law.

The 1st party shall be responsible to pay all relevant taxes as applicable by the Government of Pakistan in current situation and notified from time to time, if any, from applicable before the invoicing of vehicle.

All invoices/Challan will be submitted to this Department in clear copies by the audit or any other agency regarding the said purpose.

The 1st party shall provide with 15% G.S.T certificate amounting Rs. 2,76,058/- already been deducted at source by A.C. KPR at the time of advance payment i.e. 25% of total order value of 25 units excluding 15% G.S.T i.e. 2,712,502/-. This will be adjusted against the amount of 50% balance payment.

The price quoted is inclusive of custom duty, excise taxes, levies and other charges.

The company is responsible to deliver within stipulated period as specified by the 2nd party with IMB and upon receipt of full payment.

In case the 1st party fails to pay the balance payment as stipulated 19% on 16th Feb 2017, the 2nd party will not be responsible for any delay in delivery charges caused by the delay in the delivery of vehicles as stipulated in this agreement.

Delivery of vehicle is dependent on receiving of full payment from 1st party. In case payment is stopped at any time, non of vehicle will be provided on any account whatsoever.

Price prevailing at the time of delivery shall apply.

11. Advance payment i.e. 25% of the total order value Rs. 2,712,502/- excluding 15% G.S.T will be required for booking confirmation.

12. The mode of balance payment Rs. 69,288,850/- will be as under:

- i. 1st Installment before April 30th 2017 15% of the balance payment i.e. Rs. 13,877,269/-
- ii. 2nd Installment before May 30th 2017 20% of the balance payment i.e. Rs. 18,341,602/-
- iii. 3rd Installment before June 15th 2017 30% of the balance payment i.e. Rs. 27,758,530/-
- iv. 4th Installment before June 15th 2017 10% of the balance payment i.e. Rs. 9,251,850/-

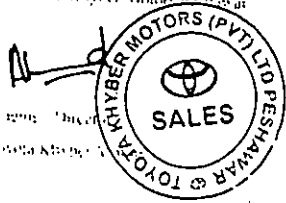
13. Pre-shipment inspection of vehicles will be made by the inspection authority constituted by 1st party.

14. The contract is subject to standard condition of force majeure.

15. The security in shape of CDR/Bank Guarantee will be placed at 1st Department by M/S Toyota Khyber Motors, Peshawar.

[Signature]

Secretary (General)
Higher Education Department,



[Signature]
Sales Officer
M/S Toyota Khyber Motors



TOYOTA KHYBER MOTORS (PVT) LTD.

105

Quotation

To TO SECTION OFFICER GENERAL HIGHER EDUCATION CIVIL SECT. PESHAWAR	Our Ref: QUOT/TKM/399 Dated: 13.01.2017	REFERENCE NO.
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Quotation / Price Validity: (180) Days
OR Subject to confirmation by our Principals M/s Indus Motor Company Limited, Karachi.

DESCRIPTION OF VEHICLE	Qty.	Unit Price	Total Price
Toyota Hiace Standard 2.7ltr Petrol Specification : Dual Air Conditioner, Right Hand Drive, 5 speed Manual Transmission, front Heater, Lighter, intermittent wiper, Tilt Steering, Cup Holder, Audio CD AM/FM 2 Speakers, Fabric/Vinyl Leather, Digital Clock, Wheel Caps, Seat Belts Front & Rear, High Mount Stop Lamp. Hydraulic Power Steering, 15 Seater	25	Rs. 38,11,500/-	Rs. 95,287,500/-

DELIVERY: 180 Days If Order provide till 18th January 2017 Or Subject to confirmation by our principals M/s IMC Karachi
NOTE : 1/5th of the GST will not be deducted as per Government Rules Rule 5(XI) of Sales Tax Special Procedure (Withholding) Rules, 2007

Payment be issued in favor of M/S Indus Motors Co. Ltd. A/C HIGHER EDUCATION

- Vehicles offered cover manufacturer's Warranty for 24 Months OR 50, 000 K.M. whichever comes first.
- We are the sole authorized dealer of Indus Motor Company Limited in this region.
- The prices quoted are based on current Custom duty/ Govt levies applicable on import of vehicles. Any change in Custom duty/ Govt levies/ Exchange rate against Pak rupees/ devaluation of the currency at the time of delivery will be the sole account of customer.
- The offer is subject to standard conditions of Force Majeure.

 Abdul Hamid Manager Sales & Marketing	 Abdul Latif Sales-Executive Fleet Sales
--	--

Note: IMC reserves the right to change specification & price without any prior Notice.
This quotation is subject to the terms & conditions enveloped herewith.

Main Ring Road, Landi Arbab, Peshawar. Ph: 091-2586931-34, Fax: 091-2586930
E-mail: info@toyotakhyber.com Website: www.toyotakhyber.com

For appointments, feedback & suggestions contact
Customer Relations Department
0-33-22-22-90-11



GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT
BLOCK "A" CIVIL SECRETARIAT PESHAWAR.
PHONE # 091-9211672

NO. SOG/HE/Procurement/2015-16
DATED 22/02/2017

To

The Manager Sales & Marketing,
Toyota Khyber Motors (PVT) LTD.
Peshawar.

Subject:-

SUPPLY OF 25 NOS. OF TOYOTA HIACE DUAL AC (2.7L GASOLINE) LATEST MODEL

I am directed to refer to the subject noted above and to state that this Department intends to purchase 25 Nos. of TOYOTA HIACE, competent Authority is pleased to approve vehicle TOYOTA HIACE DUAL AC STD (2.7L Gasoline).

You are requested to provide 10% security in shape of CDR/Bank Guarantee to this Department and sign an agreement deed. Please find enclose herewith a pay orders Nos. (1) POFZD 00002297 dated 10-02-2017, Rs.22,821,750/- (2) No. POFZD 00002300 dated 14-02-2017, Rs.190,181/- and (3) No.POFZD 00002303 dated 17-02-2017, Rs.117,684/-, in the name of Indus Motors Co. Ltd, with total amount Rs.23,129,615/- as 25% advance payment. Kindly acknowledge the receipt.

*Received original
along with 3
pay orders.*

(MUHAMMAD YASIN)
SECITON OFFICER(GENERAL)

Endst: No. & Date even:

A copy of the above is forwarded for information to the:

1. P.S. to Secretary, Higher Education Department.
2. P.A to Deputy Secretary (Admn), Higher Education Department

(MUHAMMAD YASIN)
SECITON OFFICER(GENERAL)



TOYOTA KHYBER MOTORS (PVT) LTD.

Dated: 21.08.2018

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Secretary,
Higher Education Department,
Civil Secretariat,
Peshawar.

SUBJECT: PAYMENT RECEIPT

We have received the amounting Rs. 43,129,615/- (RUPEES FORTY THREE MILLION, ONE HUNDRED TWENTYNINE THOUSAND, SIX HUNDRED FIFTEEN ONLY) from your esteemed department. Details are as under:-

S.#	BANK NAME	INSTRUMENT #	DATED	AMOUNT
01	BANK AL-FALAH	00002297	10.02.2017	22,821,750/-
02	BANK AL-FALAH	00002300	14.02.2017	1,90,181/-
03	BANK AL-FALAH	00002303	17.02.2017	1,17,684/-
04	UNITED BANK LIMITED	06287006	28.05.2017	10,000,000/-
05	BANK AL-FALAH	00000512	25.07.2017	10,000,000/-
			TOTAL	43,129,615/-

BRAKE UP:

Cost of 25 units Toyota Hi Ace as per quoted Price Rs. 95,325,000/-
Less Received amount Rs. 43,129,615/-
Balance amount Rs. 52,195,385/-

You are requested to kindly provide the balance payment within this week to dispatch 20 units Toyota Hiace as the 20 units have arrived at Karachi dry port for clearance.

Thanking you,

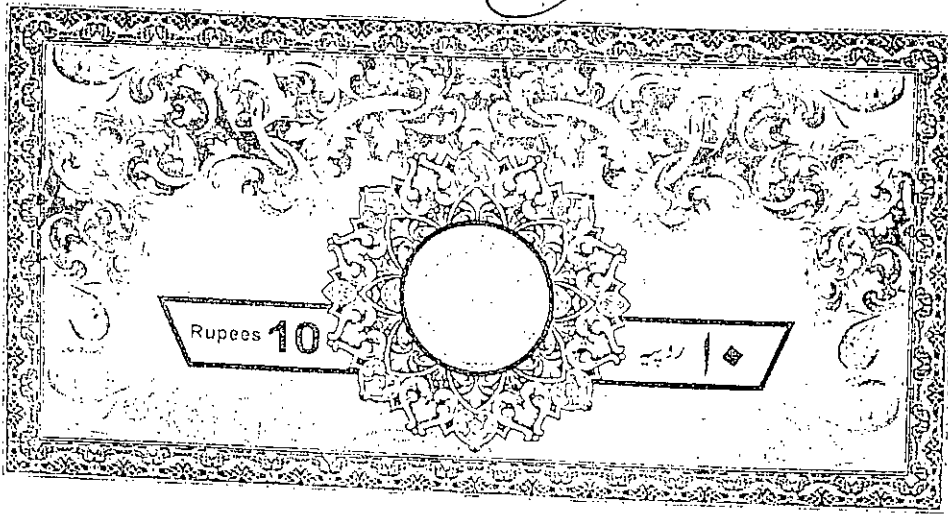
Sincerely yours,

Alamzab
21-Aug-2017
Muhammad Alamzab Afridi
A.M. Corporate Sales

Reply
at P 175/c
21/8
Abdul Hameed
Manager Sales & Marketing

Main Ring Road, Landi Arbab, Peshawar. Ph: 091-2586931-34, Fax: 091-2586930
E-mail: info@toyotakhyber.com Website: www.toyotakhyber.com

For appointments, feedback & suggestions contact
Customer Relations Department
0-33-22-22-90-11



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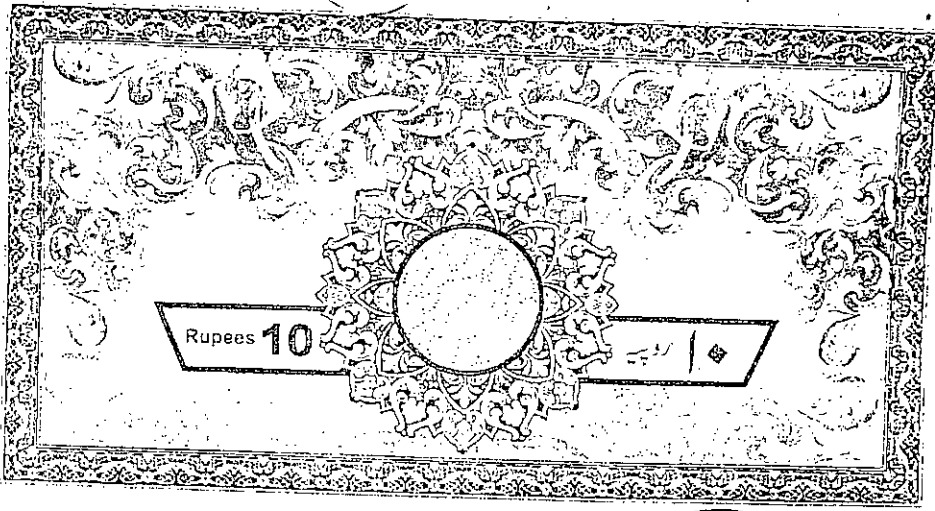
Promissory Note

I, Mr. Jawad Ashraf, on behalf of Toyota Abbott Motors, had received a cheque No. 1352571 dated 24/06/2016 for Rs. 91,287,000/- from Higher Education Department, Government of Khyber Pakhtunkhwa (hereinafter referred to as "the department") against the supply order of 25 Hiaces (imported). The entire amount was paid to Indus Motors Co. Japan for purchase of vehicles amongst which ten Hiaces reached Pakistan and the rest were on board. In the meantime the firm received an e-mail from Indus Motors Karachi wherein it was stated that the procuring entity was situated into the jurisdiction of Peshawar Region that is why no other dealer/importers was authorized for such delivery to the department (copy of the which has already been communicated). In case of violation, the Indus Motors Karachi might have cancelled the authorized dealership of Toyota Abbott Motors.

In wake of the jurisdiction bar, in this regard, I, Mr. Jawad Ashraf, hereby request the department to purchase the vehicles from any authorized dealer of Toyota Indus Motors situated in the Peshawar Region and also undertake that I will be responsible for refund the received amount by selling the received vehicles in this time as mention in the agreement. Price fluctuating is fixed with in the limit as per Indus Motors price list for the specific model is also adjusted by me.

As a matter of fact, the amount had been spent completely on the purchase of 25 vehicles, therefore, I did sale out Commercial Plaza in the Satellite Town Rawalpindi wherein I received Rs. 10.00 million as an advance and the rest will be received up to June, 2017 (detail is attached) and other personal property, in order to, collect the huge amount within the shortest possible time. Re-Sale of Hiace In the prevailing circumstances, it is impossible for me to pay the entire amount in *lump sum* to the department, however, I shall pay the entire received amount of the 25 vehicles to the Indus Motors Karachi within the Current Financial Year 2016-17, as per following detail, on behalf of the authorized dealer of the Peshawar Region from whom the department intends to procure the vehicles. In the meanwhile, the department will issue me NOC for sale of the vehicle imported in the name of the department. The amount of security Rs. 9.45 million deposited with the department will be treated as the last installment. The department will be responsible for the reimbursement/payment of 1/5th deducted GST and its payment to Indus Motors Company. The cheques for the following installments are issued under my signature these installments/schedule of payment are accepted by importers i.e. Toyota Abbot Motors NTN No: 2672698-0 but supply will start immediately:-

Scanned by CamScanner



Mode of Payment:

- > 1st Installment = Rs. 20.00 Million on 15th February, 2017
- > 2nd Installment = Rs. 15.00 Million on 25th March, 2017
- > 3rd Installment = Rs. 22.00 Million on 27th May, 2017
- > 4th Installment = Rs. 24.83 Million on 30th June, 2017
- > 5th Installment = Rs. 9.45 Million on 20th June 2017 (Security Refund)

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(Deponent)

Mr. Jawad Ashraf
Resident of House No 80 B,
STREET NO 24, F-10/1
CNIC No. 135050533795-3

Guarantor No. 1

Name: Muhammad Naveed
S/O Hagi Muhammad Sadiq
Address: MANSEHRA-Mera AMJAD ALI
CNIC No. 13503-0953332-9

Guarantor No. 2

Name Waqar Akbar S/O Muhammad Zakria
Address: Mohalla Dab No 2, Besides Shell pump
CNIC No. 13503-0679703-7

TOYOTA Khyber Motors Peshawar

Procurement of Higher Education Department KPK, Peshawar

Gmail

Move to Inbox

More

COMPOSE

FW: Procurement of Higher Education Department KPK, Peshawar

Inbox

Inbox (1)

Starred

Important

Chats

Sent Mail

Drafts



Sheeraz

No Hangouts Contacts
Find someone

ahmed.fraz@toyota-abbott.com
to sneeraz.nabi.me

— Original Message —

From: Umer Farooq [mailto:Umer.Farooq@toyota.indus.com]

Sent: Thursday, February 18, 2016 10:57 AM

To: asim.alavi@toyota.com.pk; sales@toyota.com.pk;
laman.baig@toyota-islamabad.com; sales@toyota-islamabad.com;
manager.sales@toyota-capital.com.pk; sales@toyota-capital.com.pk;
rawalmotors@yahoo.com; sales@toyota-rawal.com; shahid.nazki@toyota-azad.com;
arifan.sadiq@toyota-azad.com; toyotamdn@gmail.com; sm@toyotamardan.com;
li@ltn.com.pk; urfan.haider@ltn.com.pk; sales@toyota-abbott.com;
khalid.ureshi14@gmail.com; ahameed@toyota-hyper.com; sales@toyota-dikhan.com;
khalid.ureshi@toyota-dikhan.com; yasir.anjum@toyota-dikhan.com;
ahmed.fraz@toyota-abbott.com; asif.lobat@toyota-islamabad.com;
layyab.dar@toyota-islamabad.com; Imran.asif@toyota.com.pk;
tahir.zaman@toyota.com.pk
Cc: Kamran Hasan, Khubab Kanm Qureshi
Subject: Procurement of Higher Education Department KPK, Peshawar

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Dear All,

This is to inform you that Higher Education Department is in process of purchasing Toyota Vehicles. As this department falls under PRA of Toyota Frontier Motors, Kindly do not quote, deal or supply vehicles to this customer to avoid any PRA violation.

In Case of any quotation if submitted, kindly take back the quotation from department.

Regards,

Umer Farooq
Area Sales Manager (North)
Indus Motor Co. Ltd
03325333207

Reduce your carbon footprint. Print only what you need.
DISCLAIMER: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. The dissemination, distribution, copying or disclosure of this message, or its contents is strictly prohibited unless authorized by Indus Motor Company Ltd. If you are not the intended recipient, please delete this e-mail and notify us promptly. We use virus-scanning software but exclude all liability for any viruses in any transmission.

This email has been checked for viruses by Avast! antivirus software
<https://www.avast.com/antivirus>

Take me to Inbox

10/10/2016 3

1 of 1

(111)

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MINUTES OF THE DEPARTMENTAL PURCHASE COMMITTEE MEETING HELD
ON 02-12-2016 AT 02-30 PM UNDER THE CHAIRMANSHIP OF DEPUTY
SECRETARY (ADMN) HIGHER EDUCATION DEPARTMENT IN HIS OFFICE.

The subject meeting was held on 02-12-2016 at 02-30 am under the Chairmanship of Deputy Secretary (Admn:) Higher Education Department in his Office, in order to discuss the matter of withdrawal of quotations by M/S Toyota Abbott Motors, Mansehra Road Abbottabad, for supply of 25 Hiace Vehicles to Higher Education Department. The following attended the meeting:

1. Muhammad Hayat Khan, Deputy Secretary (Admn:) On chair
2. Muhammad Zaman, Chief Planning Officer, Member
3. Aziz Muhammad, Section Officer (Budget & Accounts) Member
4. Wajid Ali, Deputy Director (P&D), Directorate of HE Member
5. Muhammad Zaman, Assistant Director Archives Member
6. Dr. Fazlur Rahman, Member
7. Shakil Ahmad, Director General Commerce, Member

The meeting started with the Name of Allah and thereafter, Deputy Secretary (Admn.) apprised the members of the committee regarding the background of the subject matter. Mr. Aziz Muhammad, Section Officer (Budget & Accounts), placed the sub-committee report before the members, which was constituted in previous meeting to visit Toyota Abbott Motors, Abbottabad and meet with the concerned authorities to resolve the matter. In his report, he said that both the parties want to settle the issue and want to appear before the committee.

Mr. Muhammad Zaman, Chief Planning Officer, after detail discussion, said that the committee should fix next meeting on 6th December at 02.00 PM and write a letter to the authorizes of M/S Toyota Abbott Motors Abbottabad and to Mr. Jawad Ashraf, receiver of cheque, to appear before the committee during its meeting to settle the matter once for all. He further added that the amount received by Mr. Jawad Ashraf should be returned back and be given to Indus Motors Karachi, through Higher Education Department within five days, and new agreement may be made with Toyota Abbott Motors for the supply of vehicles as

per their offer given in their letter, failing which strict action should be taken against Mr. Jawad Ashraf. He further aided that Establishment of Digital Science Lab, may also be placed on the agenda of next meeting of Purchase committee to proceed further.

All members and chair agreed with the Chief Planning Officer suggestions unanimously.

The meeting ended with the vote of thanks.

MINUTES OF THE DEPARTMENTAL PURCHASE COMMITTEE MEETING HELD ON 06-12-2016 AT 02-00 PM UNDER THE CHAIRMANSHIP OF DEPUTY SECRETARY (ADMN) HIGHER EDUCATION DEPARTMENT IN HIS OFFICE.

The subject meeting was held on 06-12-2016 at 02-00 pm under the Chairmanship of Deputy Secretary (Admn:) Higher Education Department in his Office, in order to discuss the matter of supply of 25 Hiace Vehicles to Higher Education Department. The following attended the meeting:

1. Muhammad Hayat Khan, Deputy Secretary (Admn:) On chair
2. Muhammad Zaman, Chief Planning Officer, Member
3. Aziz Muhammad, Section Officer (Budget & Accounts) Member
4. Wajid Ali, Deputy Director (P&D), Directorate of HE Member
5. Zahirullah Khan, Director Archives Member
6. Muhammad Roz Khan, Director, Higher Edu: Member
7. Nazir Burki, Director (F&P) Commerce, Member
8. Rahmani Gul S.O. (Gen) Member
9. Mr. Jawad Ashraf, Owner of M/S Toyota Abbott Motors, Rawalpindi
10. Representative of M/S Toyota Abbott Motors, Abbottabad was not present in the meeting.

The meeting started with the Name of Allah and thereafter, the chair invited Mr. Jawad Ashraf, owner of Toyota Abbott Motors, Rawalpindi to brief the committee about his view points. Mr. Jawad Ashraf said that he is a business partner of Mr. Sardar Zia Nabi of Toyota Abbott Motors, Abbottabad. Therefore, both the partners participated in bids on behalf of Toyota Abbott Motors, Abbottabad. But later on, Sardar Zia Nabi withdrawn his quotation and as per agreement deed he was bound to supply the vehicles to the Department, so he imported 9 vehicles in his own capacity, which are ready for delivery. He further said that if there are some legal complications, he is ready to return back the amount to Department, but it will take approximately 3 to 4 months time.

Mr. Muhammad Zaman, Chief Planning Officer, Said that the amount should be returned back with in a month but the members of the committee emphasized that the

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amount should be returned back with in a week time and should be deposited in the Govt. Treasury immediately without further delay. However, the chair decided that, after discussed the matter with Worthy Secretary, Higher Education Department, next meeting of the committee will be held on 15-12-2016 at 2.00 Pm to finalize the time period of recovery of amount and also views of the representative of M/S Toyota Abbott Motors, Abbottabad will be solicited.

All members and chair agreed with the suggestions unanimously.

The meeting ended with the vote of thanks.

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ATTENDANCE SHEET

ATTENDANCE SHEET REGARDING DEPARTMENTAL PURCHASE COMMITTEE
HELD ON 06-12-2016 AT 02.00 P.M. UNDER THE CHAIRMANSHIP OF DEPUTY
SECRETARY HIGHER EDUCATION DEPARTMENT IN HIS OFFICE

S#	Name & Designation of Officers	Department	Signature
1			
2	Mohammad Zaman	CPO	
3	Mahd. Roz Khan	Director H.E.	Ju Jans
4	NAZIR BURKI	Director (F&P)	
	Tawad Asmat	Company Rep	
5	Muhammad Hayat	D/Secy HED	
6	Zahir ulleq Khan	Dir. Arch & Dis	
7			
8	Aziz Muhammad	S.O. B&A	
9	Rahmani Gul, SO (Gen)	Higher Edu. Deptt.	
10	Wazid Ali DD (F&P)	DH2	
11			
12			
13			
14			
15			

06/12/16
07/11/16



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**GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES & LIBRARIES DEPARTMENT**

NO. SOG/HE/ADP-545/150025/2015-16
Dated Peshawar, the 14-12-2016

To

- 1- The Director General,
Commerce Education and Management Sciences,
Khyber Pakhtunkhwa.
- 2- The Director,
Higher Education, Khyber Pakhtunkhwa, Peshawar.
- 3- The Director,
Archives and Libraries, Khyber Pakhtunkhwa, Peshawar.
- 4- The Director,
Higher Education Teachers' Training Academy, Peshawar.
- 5- The Chief Planning Officer,
Higher Education Department.
- 6- The Deputy Secretary (Admn.),
Higher Education Department.
- 7- The Section Officer (Budget & Accounts),
Higher Education Department.

Subject: **DEPARTMENTAL PURCHASE COMMITTEE MEETING**


I am directed to refer to the subject noted above and to state that the next meeting of Departmental Purchase Committee is scheduled to be held on **15-12-2016** at **02.00 p.m.** under the Chairmanship of Deputy Secretary (Admn) Higher Education Department in his office.

Being member of the Committee, you are requested to attend the said meeting on the scheduled date, time and venue mentioned above.


(RAHMANI GUL)
SECTION OFFICER (Estt. & Admn.)

Endst: No & Date even.

Copy forwarded to the PS to Secretary, Higher Education Department.


SECTION OFFICER (Estt. & Admn.)

ATTENDANCE SHEET

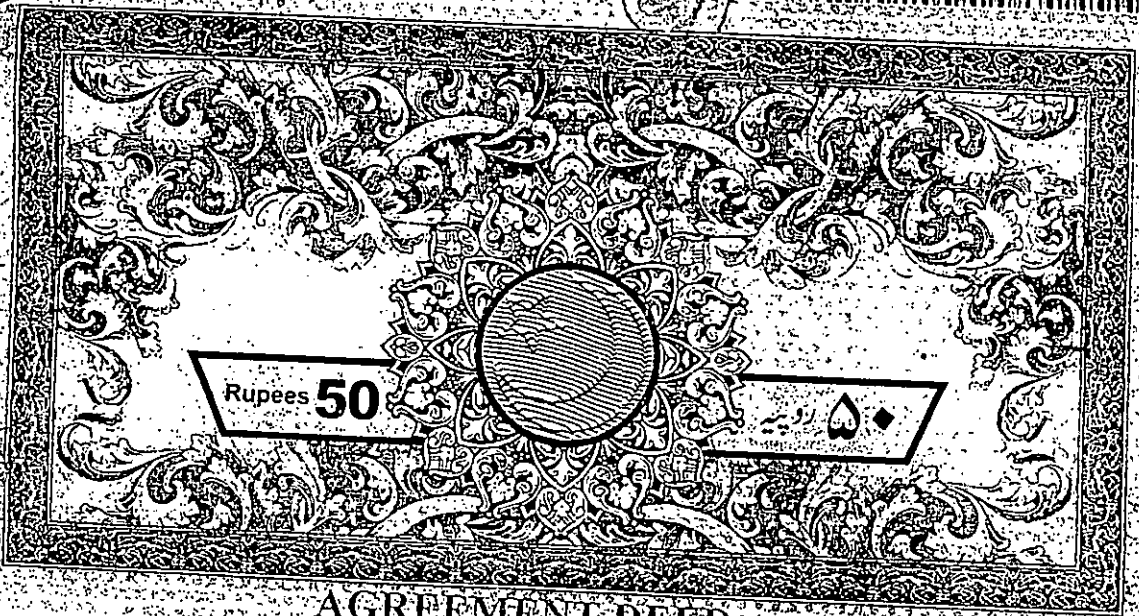
ATTENDANCE SHEET REGARDING DEPARTMENTAL PURCHASE COMMITTEE HELD ON 15-12-2016 AT 02.00 P.M. UNDER THE CHAIRMANSHIP OF DEPUTY SECRETARY (ADMN) HIGHER EDUCATION DEPARTMENT IN HIS OFFICE

S#	Name & Designation of Officers	Department	Signature
1	Muhammad Hayat	D/Sec HED	[Signature]
2	Md. Roz Khan	Asst. Director	[Signature]
3	Wajid Ali		
4	NAZIR BURKI	DD (F&D) HED	[Signature]
5	Dr. Fazlur Rahman	Director (F&P) DGC Exams Dir. HETTA	[Signature]
6	Rahman Gul Section Officer (General)	Higher Education Department	[Signature]
7	Muhammad Zaman	CPD HED	[Signature]
8	Muhammad Zaman	AD, Archives.	[Signature]
9			
10			
11			
12			
13			
14			
15			

892130



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AGREEMENT DEED

This agreement took place at Peshawar dated February 16th 2017 between The Higher Education Archives & Libraries Department Peshawar (1st party) and M/S Toyota Khyber Motors, Peshawar herein after referred to as 2nd party regarding the purchase of 25 units of Toyota Hiace Dual AC 43 seater standard roof van.

Vehicle Description is as under:

S#	Type of Vehicle and descriptions	Quantity	Unit Price	Total Cost
	Toyota Hiace Standard 2 nd Air Peroid Specification: dual AC, Right Hand Drive, 5 speed manual transmission, front Heater, Lighter, intermittent wiper, full steering, cup holder, Audio CD AM/FM 2 Speakers, fabric vinyl leather Digital Clock, Wheel Caps, Seat Belts Front & Rear, High mount Hood Lamp, Hydraulic Power Steering, spare wheel and tool kit	25	Rs. 3,511,500/-	Rs. 87,787,500/-

Following are the terms and conditions that are binding on both parties

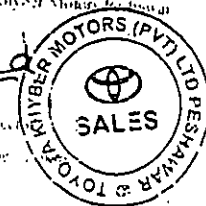
- The warranty period by the manufacturers is 02 Years Or 50,000 KM, (whichever comes first) from the date of delivery, shall apply, for any manufacturing defect.
- The company is responsible to deliver the vehicles which are allowable by law.
- The 1st party shall be responsible to pay all relevant taxes as applicable by the Government of Fatah in current situation and notified from time to time, which will be applicable before the invoicing of vehicle.
- All invoices/Challan will be submitted to this Department to clear queries by the audit or any other agency regarding the said purpose.
- The 1st party shall provide with 15th GST certificate amounting Rs. 2,760,000/- already been deducted at source by A.G. KPK in the name of advance payment i.e. 25% of total order value i.e. 25 units excluding 15th GST Rs. 23,129,612/-. This will be adjusted against the amount of A/S Invoices/Challan.
- The price quoted is inclusive of custom duty & all taxes less applicable discounts.
- The company is responsible to deliver within stipulated period as agreed by the 2nd party with INM and upon receiving of full payment. In case the 1st party fails to pay the balance payment in stipulated time i.e. June 20th 2017, the 2nd party will not be responsible for any delay of delivery. Charges caused due to delay in the delivery of vehicles as stipulated time.
- Delivery of vehicles is dependent on receiving of full payment from 1st party. In case payment is stopped at any time, company vehicle will be provided on rent basis.

Price prevailing at the time of delivery shall apply

- Advance payment i.e. 25% of the total order value Rs. 23,129,612/- (excluding 15th GST) will be required for booking confirmation.
- The mode of balance payment Rs. 69,288,850/- will be as under:
 - 1st Installment before April 30th 2017 15% of the balance payment i.e. PKR 10,397,760/-
 - 2nd Installment before May 30th 2017 20% of the balance payment i.e. PKR 13,857,692/-
 - 3rd Installment before June 15th 2017 30% of the balance payment i.e. PKR 20,785,530/-
 - 4th Installment before June 15th 2017 10% of the balance payment i.e. PKR 6,957,850/-
- Interimment inspection of vehicles will be made by the inspection committee constituted by 1st party.
- The source is subject to standard condition of Force Majeure.
- The security in shape of CIBR/Bank Guarantee will be placed with Department by M/S Toyota Khyber Motors, Peshawar.

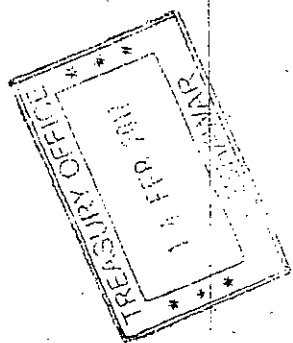
Deputy Secretary (Admin)
Higher Education Department

M/S Toyota Khyber Motors
Peshawar



16.2.17
مقام الحکومتی پشاور
مقامی حکومت پشاور

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RIZWAN ULLAH
STAMP VENDOR
Licence No. 70/ADC(P)HC
Dated 12-12-2013
Peshawar Treasury
Peshawar.



GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION, ARCHIVES &
LIBRARIES DEPARTMENT
CIVIL SECRETARIAT

H
Annex
128

Dated Peshawar the 27/01/2020

NOTIFICATION

NO.SO(C-IV)/HE/Summary for CM/2020/Muhammad Hayat. WHEREAS Muhammad Hayat, Associate Professor (BPS-19) of Physics, Government Degree College, Pabbi (Nowshera) (the then Deputy Secretary (Admin) of HED) was proceeded under the Khyber Pakhtunkhwa, Government Servants (Efficiency & Discipline) Rules 2011, for the charges mentioned in the Show Cause Notice.

S#	Name & Designation	Penalty Imposed
1	Muhammad Hayat, Associate Professor (BPS-19) of Physics, Government Degree College, Pabbi (Nowshera).	"Removal from Service and recovery of Rs.56,826,385/-"

2. AND WHEREAS show cause notice was served upon the accused officer.
3. AND WHEREAS the Inquiry officer after having examined the charges, evidence on record and explanation of accused officer, submitted report.
4. NOW THEREFORE, the Chief Minister, Khyber Pakhtunkhwa being Competent Authority afforded an opportunity of personal hearing to the accused officer through Mr. Zahir Shah (PAS BS-20), Secretary to Government of Khyber Pakhtunkhwa, Administration Department, while exercising the powers conferred upon him under Rule-4 (1) (b) of the Khyber Pakhtunkhwa, Civil Servants (Efficiency & Discipline) Rules 2011, has been pleased to impose and confirm major penalty of "Removal from Service and recovery of Rs.56,826,385/-" upon the accused with immediate effect.

SECRETARY
HIGHER EDUCATION DEPARTMENT

ENDST: NO. & DATE EVEN.

Copy forwarded to the:

1. Director, Higher Education Khyber Pakhtunkhwa, Peshawar.
2. Principal, Government Degree College, Pabbi (Nowshera).
3. District Accounts Officer, Nowshera.
4. Muhammad Hayat, Associate Professor (BPS-19) of Physics, Government Degree College, Pabbi (Nowshera).
5. PS to Secretary to Govt. of Khyber Pakhtunkhwa, Higher Education Department.
6. Master File.


(RIAZ) -
SECTION OFFICER (COLLEGES-I)

I
Ama
(121)

To
The Honourable Chief Minister,
Khyber Pakhtunkhwa, Peshawar.

**SUBJECT: REVIEW PETITION AGAINST THE ORDER DATED
27.01.2020, WHEREBY THE PETITIONER WAS
REMOVED FROM SERVICE.**

Respected Sir,

1. That the petitioner was Assistant Professor Physics (BPS-18) in Higher Education Department and ever since the undersigned performed his duties as assigned to him with great zeal and devotion.
2. That on the basis of good performance the petitioner was posted as Deputy Secretary (Admn) in the Higher Education Department on deputation and ever since his posting the petitioner has performed his duties as assigned to him with great zeal and devotion without any complaint whatsoever.
3. That the Higher Education Department wanted to purchase Toyota Hiaces under ADP Scheme Transport facility to the staff of Govt. Colleges and Departmental Committee for Works and Services was notified under the chairmanship of Special Secretary of the department. The committee recommended/decided Toyota Abbot Motors Abbottabad, because of 25% security and lowest rate with best specification and after getting advance payment from the Finance department, amount was paid to supplier Toyota Abbot Motors Abbottabad, however on the complaint of Toyota Khyber Motor Peshawar to Indus Motor Karachi, the Toyota Abbot Motor Abbottabad withdraw his quotation on which the Secretary HED and Special Secretary HED (Chairman of Purchase Committee) made Sub Committee of three member in which the petitioner was also included to visit the Toyota Abbot Motors Abbottabad and report to solve the issue. The petitioner met with Finance Manager Managing Director Zia Nabi and Zia Nabi told that Cheque was received by Jawad Ashraf. The Minister HED, Secretary HED and Special Secretary verbally directed the petitioner in meeting to take money from Jawad Ashraf (Toyota Abbot Motor Abbottabad) through HED and handed over to Toyota Khyber Motors Peshawar which was later-on decided in the meeting of Purchase Committee. Meeting was called to decide the mode of payment with Jawad Ashraf (Toyota Abbot Motor Abbottabad) and Toyota Khyber Motors Peshawar. Chief Planning Officer has said that finalize the mode of payment with Jawad Ashraf and handed over supply order to Toyota Khyber Motors Peshawar. The increase in rate will also be paid by Jawad Ashraf. Payment mode was decided and finalized by Special Secretary and forwarded to

Secretary HED for approval which was approved by him. (Relevant documents are attached as a reference)

4. That on the basis of above issue, fact finding inquiry was conducted in which Jawad Ashraf was held responsible by the inquiry officer and recommended that FIR be lodged against Jawad Ashraf for doing fraud with the department. Opinion of law department may be obtained for recovery of remaining amount under LRA along with other recommendation and did not held the petitioner guilty.
5. That charge sheet has issued to the petitioner which was duly replied by the petitioner in which he denied the all allegations with proofs and gave the real situation of the facts.
6. That inquiry was conducted on the basis of above charges in which the inquiry officer hold the petitioner responsible without observing the reply to charge sheet and without giving him proper chance of defence as neither statements were recorded in the presence of the petitioner nor gave him opportunity of cross examination of the witnesses.
7. That show cause notice was issued to the petitioner which was duly replied by the petitioner in which he again denied the allegations and gave the real facts about the issue with proof.
8. That with out conducting regular and with observing the replies of charge sheet and show cause notice, the petitioner was removed from service vide order dated 27.01.2020. (Copy of removal order dated 27.01.2020 is attached)
9. That now the petitioner filed the review petition on the following grounds.

GROUND:

- A) That the impugned order dated 27.01.2020 is against the law, rules and material on record, therefore, not tenable and liable to be set aside.
- B) That no proper chance of defence was provided to the petitioner in the inquiry proceeding as neither statements were recorded in the presence of the petitioner nor gave him opportunity of cross examination which is violation of law and rules and as such the whole process is illegal and void.
- C) That the petitioner did not committed any misconduct and has done the whole process according to the prescribed procedure on the direction of the Secretary/Special Secretary (Chairman of the Purchase Committee) and was punished for no fault on his part.

- D) That the rates/quotation has given to Abbot Motors Abbottabad because of 25% security and lowest rate with best specification and after getting advance payment from the Finance department amount was paid to supplier Jawad Ashraf on the behalf of Abbot Motors Abbottabad, however on the compliant of Toyota Khyber Motor Peshawar to Indus Motor Karachi, the Abbot Motor Abbottabad withdraw his quotation on which the Secretary HED and Special Secretary (Chairman Purchase Committee) made Sub Committee of three member in which the petitioner was also included to visit the Toyota Abbot motors Abbottabad and report to solve the issue. The petitioner met with Finance manager and Managing Director Zia Nabi and Zia Nabi told that cheque was received by Jawad Ashraf. The Minister HED, Secretary HED and Special Secretary verbally directed the petitioner in meeting to take money from Jawad Ashraf (Toyota Abbot Motor Abbottabad) through HED and handed over to Toyota Khyber Motors Peshawar which was later on decided in the meeting of Purchase Committee. Meeting was called to decide the mode of payment with Jawad Ashraf and Toyota Khyber Motors Peshawar. Chief Planning Officer has said that finalize the mode of payment with Jawad Ashraf and handed over supply order to Toyota Khyber Motors Peshawar. The increase in rate will also be paid by Jawad Ashraf. Payment mode was decided and finalized by Special Secretary and forwarded to Secretary HED for approval which was approved by him, which shows that the petitioner has done everything in good faith on the direction of his superiors and no malafide has shown on the part of the petitioner.
- E) That the bill was approved by the Secretary HED, forwarded to Accountant General Office by Accountant and then SO(G) handed over the cheque amounting Rs.91287000/- to Jawad Ashraf on the behalf of Toyota Abbot Motors Abbottabad, but due to the dispute of Toyota Abbot Motors Abbottabad and Khyber Motors Peshawar, the Toyota Abbot Motors Abbottabad withdraw his quotation and then supply order was given to Khyber Motors Peshawar on the direction of Superiors decided in meeting of Purchase Committee. It is pertinent to mention here that total amount of Rs.91287000/- was paid, to Jawad Ashraf and he returned Rs. 66935434/- along with CDR to the department during the tenure of the petitioner and Special Secretary in the department and Jawad Ashraf also committed in written form that the remaining amount Rs.24351566/- will be paid to the department with profit, but after the repatriation of the petitioner and special secretary on training, no responsible person in HED was ready to met with Jawad Ashraf for receiving the remaining amount from him and as such no loss has occurred to the Government Exchequer.
- F) That the issue has been forwarded to Provincial Ehtisab Commission against the Special Secretary, Accountant/ SO(G), Jawad Ashraf and petitioner which was transferred to Anti Corruption Court after the winding up of Provincial Ehtisab Commission which is still subjudice

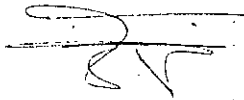
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to the court, but despite that action has only taken against the petitioner.

- G) That the petitioner has discriminated as no action has taken against the Special Secretary which was the Chairman of Purchase Committee and petitioner has also done the whole process according to prescribed procedure on the direction of Secretary/Special Secretary (Chairman Purchase Committee) HED, but the petitioner has made the escape goat by penalizing him for the fault of the others.
- H) That in the recommendation in the fact finding inquiry not a single word was used against the undersigned but to lodge FIR against the Jawad Ashraf and his forum may be black listed and to be careful in future and also the advice may be sort from KPPRA as to whether the present supply order to Toyota Khyber motor is covered under the rules or otherwise.
- I) That second inquiry was conducted in which the inquiry officer recommended the recovery of the pecuniary loss to the government if in case the remaining receivable sum is not retrieved from Mr. Jawad Ashraf and when the same is be dealt in accordance with law and regarding the undersigned recommend only to may impose penalty under rule 4(b)(i) (*Reduction to lower post or pay scale or to lower stage in a time scale for maximum period of five years*), but without giving reason by not agreeing with the recommendation of inquiry officer, the authority impose the penalty under rule 4(b)(iii) (*Removal from service*) which is injustice with the petitioner.
- J) That the petitioner has been condemned unheard and has not been treated according to law and rules.

PRAYER:

It is therefore, most humbly requested that impugned order dated 27.1.2020 may kindly be set aside and the petitioner may be reinstated into service with all back and consequential benefits on the basis of above submission.



Petitioner

Muhammad Hayat
Ex-Deputy Secretary (Admin)
Higher Education Department,
Cell No. 0315-9903231.

Date: 14.02.2020

MOST IMMEDIATE



GOVERNMENT OF KHYBER PAKHTUNKHWA
**HIGHER EDUCATION, ARCHIVES &
LIBRARIES DEPARTMENT**
CIVIL SECRETARIAT

NO.SO(C-1)/HE/Summary for CM/2020/Muhammad Hayat
Dated Peshawar the 14/05/2020

To

The Director,
Higher Education Khyber Pakhtunkhwa,
Peshawar.

Subject: **APPEAL AGAINST IMPOSITION OF MAJOR PENALTY OF
"REMOVAL FROM SERVICE AND RECOVERY OF RS.56,826,385/-".**

I am directed to refer to the subject noted above and to inform that the Chief Minister, Khyber Pakhtunkhwa being appellate authority has rejected the appeal of Muhammad Hayat, Associate Professor (BPS-19) of Physics, Government Degree College, Pabbi (Nowshera) and retained the penalty "Removal from Service and recovery of Rs.56,826,385/-" already imposed.

(RIAZ)

SECTION OFFICER (COLLEGES-I)

ENDST: NO. & DATE EVEN.

Copy forwarded to the:

1. Principal, Government Degree College, Pabbi (Nowshera).
- ✓ 2. Muhammad Hayat, Associate Professor (BPS-19) of Physics, Government Degree College, Pabbi (Nowshera).
3. PS to Secretary to Govt. of Khyber Pakhtunkhwa, Higher Education Department.
4. Master File.

SECTION OFFICER (COLLEGES-I)

VAKALAT NAMA

NO. _____/2020

IN THE COURT OF KP Service Tribunal, Peshawar.

Muhammad Hayat (Appellant)
(Petitioner)
(Plaintiff)

VERSUS

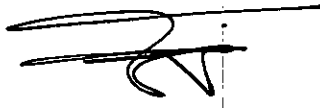
Govt of KP etc (Respondent)
(Defendant)

I/We, Muhammad Hayat (Appellant).

Do hereby appoint and constitute **M. Asif Yousafzai, Advocate Supreme Court Peshawar**, to appear, plead, act, compromise, withdraw or refer to arbitration for me/us as my/our Counsel/Advocate in the above noted matter, without any liability for his default and with the authority to engage/appoint any other Advocate/Counsel on my/our costs.

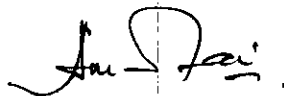
I/We authorize the said Advocate to deposit, withdraw and receive on my/our behalf all sums and amounts payable or deposited on my/our account in the above noted matter. The Advocate/Counsel is also at liberty to leave my/our case at any stage of the proceedings, if his any fee left unpaid or is outstanding against me/us.

Dated _____/20



(CLIENT)

ACCEPTED


M. ASIF YOUSAFZAI
Advocate Supreme Court
Peshawar.
B.C NO# 10-7327
CNIC # 17301-5106574-3

OFFICE:

Room # FR-8, 4th Floor,
Bilour Plaza, Peshawar,
Cantt: Peshawar
Cell: (0333-9103240)

BEFORE THE LEARNED KHYBER PAKHTUNKHWA SERVICE TRIBUNAL,
PESHAWAR

Service Appeal No. _____/2020

M. Hayat Khan Ex-Deputy Secretary (Admin), Higher Education Department, Khyber
Pakhtunkhwa(Appellant)

VERSUS

Govt. of KPK through Secretary Higher Education & others.....Respondents)

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SECTION OFFICER (LIT)
HIGHER EDUCATION DEPARTMENT

1

**BEFORE THE LEARNED KHYBER PAKHTUNKHWA SERVICE TRIBUNAL,
PESHAWAR**

Service Appeal No. _____ /2020

**Muhammad Hayat Khan, Ex-Deputy Secretary (Admn)
Higher Education Department, Khyber Pakhtunkhwa**

.....Appellant

VERSUS

Govt. of Khyber Pakhtunkhwa through Chief Secretary & others

.....Respondents

RESPECTFULLY SHEWETH:

PRELIMINARY OBJECTIONS:

1. The appellant has no cause of action nor locus standi to file the instant service appeal in this Hon'ble Service Tribunal.
2. The appellant is estopped by his conduct to file the appeal in hand.
3. That the appellant has concealed material facts from this Hon'ble tribunal, disclosure whereof may disentitle the appellant for the relief as prayed for.
4. That the appeal in hand is bad for non-joinder of necessary parties.

PARAWISE COMMENTS ON BEHALF OF RESPONDENTS NO. 1 TO 3

ON FACTS:

1. Incorrect. The appellant while serving as Deputy Secretary (Admn) Higher Education Department committed gross irregularity in the purchase of 25 Nos. of Hiace Vehicles. A fact finding inquiry was conducted by the Additional Secretary, Higher Education Department as a result of which, the appellant and other low grade officers were charge sheeted and served with show cause notices. 11 Nos. of serious allegations were served on the appellant to explain his conduct viz-a-viz the charges leveled against him. Full opportunity of defense was thus provided to him. However, he failed to successfully defend himself and all the charges were proved against him. As a result of which the appellant was removed from service and a recovery of Rs. 56,826,385/- was also ordered. He filed a review petition to the Chief Minister, Khyber Pakhtunkhwa which was also declined in accordance with law (**copy of the findings of the inquiry report is annexed as Annex-A**). The appellant in collusive relations with Jawad Ashraf contractor and others caused a hefty amount of Rs. 100 million losses to the public exchequer and therefore, the department was constrained further to file a reference against him and others in the former Ehtesab Court constituted under the Khyber Pakhtunkhwa Ehtisab Commission Ordinance which is pending adjudication in the court of Judge Anti-Corruption, Peshawar. The department has so far failed to recover the amount from the delinquent persons including the appellant.

2. Correct that the appellant was served with charge sheet and statement of allegations to prove his innocence in accordance with the principles of natural justice. However, he failed to prove his innocence and therefore, a major penalty of removal from service alongwith recovery of the amount Rs. 56,826,385/- was imposed upon him.
3. Incorrect. The appellant failed categorically to reply to the charge sheet and statement of allegations served upon him. All the charges stood proved against him.
4. Incorrect. Full opportunity of defense was provided to the appellant viz-a-viz the charges and allegations leveled against him. He participated in the inquiry proceedings. He waived to cross-examine any of the witnesses that recorded statement(s) and produced evidence against him. Nobody has prevented him from cross-examining any person who recorded statements against him. After fulfillment of all codal formalities, the inquiry officer recommended the punishment of removal from service and recovery of Rs. 56,826,385/- against the appellant if the department failed to recover the same Mr. Jawad Ashraf (Contractor) an accomplice of the appellant. The department having failed to retrieve the lost amount, therefore, the competent authority order the imposition of the penalty alongwith the recovery of the lost amount.
5. Incorrect. The appellant failed to give satisfactory reply to the competent authority regarding his innocence and was therefore, found guilty of misconduct, misuse of power and corrupt practices.
6. Incorrect. The appellant was justifiably punished for his misconduct and corrupt practices. He failed to show reasonable cause and reply to the show cause and therefore, lawfully punished.

On Grounds: -

- A. Incorrect and misconceived as explained in the preceding paras on facts.
- B. The appellant committed misconduct and the competent authority was constrained to take action against him.
- C. Incorrect. The inquiry officers conducted the inquiry proceedings against the appellant in accordance with the rules and principles of natural justice. He was given opportunities of defense and to cross examine any person that recorded statement against him but he had nothing to defend himself to the satisfaction of ordinary prudent mind. He waived his right of cross examination of the persons who recorded statement against him. He had nothing to cross examine any of the witnesses produced against him for the rebuttal of

allegations leveled against him. All the allegations stood proved in the inquiry proceedings in accordance with law.


- D. Incorrect as explained above.
- E. Incorrect and misconceived. The order has been passed strictly in accordance with law.
- F. Incorrect. The appellant was given full opportunity to defend himself. He did not exercise his right of cross examining which was available to him, however, waived his right. In fact, he had nothing to cross examine any witness and to prove his innocence in accordance with law. All the principles of natural justice were observed.
- G. Incorrect and misconceived. The appellant was given the right of personal hearing in accordance with rules; however, he could not satisfy the officer delegated by the competent authority i.e. the Chief Minister, Khyber Pakhtunkhwa to provide opportunity of personal hearing to the appellant.
- H. Incorrect and misconceived. The appellant was a Category-2 officer under the Delegation of Powers Rules and he used rather misused the powers of the Secretary who had been invested with the power of Category-1. The point of discrimination is irrelevant. He and his two subordinates were responsible for the colossal losses caused to the public exchequer. Rules were violated and illegal pecuniary favours were extended to the contractor Mr. Jawad Ashraf.
- I. Incorrect and misleading. The appellant tries to shift his guilt on others. He did not explain his conduct in the purchase of 25 Nos. of Hiaces vehicles. He used the powers of Secretary without his approval and knowledge. He did not call the members of the purchase committee to support his statement. In fact he had nothing to put in defense, therefore, all the charges of corruption, misconduct, misuse of powers stood proved against him. The appellant and Jawad Ashraf contractor are mainly responsible and Rehmani Gul Section Officer (General), Imtiaz Ali Accountant, HED are partially responsible for these losses. Therefore, the plea of discrimination is baseless.
- J. Incorrect and misconceived, as explained repeatedly in the preceding paras.
- K. Incorrect and misconceived. All the principles of natural justice and the right of fair trial under Article 10-A were strictly adhered in his case.
- L. Incorrect. The competent authority has acted in accordance with law. The respondents have not violated CSR-194 and 194-A. Criminal and departmental proceedings can simultaneously be undertaken against any person found guilty of colossal losses. The Hon'ble Supreme Court vide its judgment reported in 2003 PLC (C.S) 759 has


recommended registration of FIR to the competent authority while disposing of the disciplinary matters against delinquent officers under the E&D Rules. Therefore, the department has lawfully taken disciplinary action against the appellant.

M. That the respondents may also assist this Hon'ble Tribunal with additional grounds at the time of arguments.

PRAYER:

In view of the above, it is, humbly prayed that the instant service appeal being devoid of merit, may be graciously dismissed with appropriate costs to deter the filing of such like frivolous appeals in this Hon'ble Tribunal.


Chief Secretary,
Khyber Pakhtunkhwa
(Respondent No. 1 & 2)


Secretary,
Higher Education Department
(Respondent No. 3)

BEFORE THE LEARNED KHYBER PAKHTUNKHWA SERVICE TRIBUNAL,
PESHAWAR

Service Appeal No. _____/2020


M. Hayat Khan, Ex-Deputy Secretary (Admin) Higher Education Department, Khyber
Pakhtunkhwa(Appellant)

VERSUS

Govt. of KPK through Secretary Higher Education & others.....(Respondents)

AFFIDAVIT

I, M. Hayat Khan, (Litigation Officer), Higher Education, Archives & Libraries
Department, Government of Khyber Pakhtunkhwa, on the instructions of respondents do hereby
solemnly declare and affirm on oath, that the contents of Parawise Comments are correct to the
best of my knowledge and belief and that nothing has been concealed therein from this Hon'ble
Court.


Deponent
CNIC No: 7301-7027-459-5

**FINDINGS
OF
THE INQUIRY IN THE**

**DISCIPLINARY PROCEEDINGS AGAINST THREE OFFICERS/OFFICIALS OF
HIGHER EDUCATION DEPARTMENT, GOVT. OF KHYBER PAKHTUNKHWA,
UNDER THE KHYBER PAKHTUNKHWA, GOVERNMENT SERVANTS
(EFFICIENCY AND DISCIPLINE) RULES, 2011, FOR ALLEGED
IRREGULARITIES IN PURCHASE OF 25 NOS. HI-ACES VEHICLES UNDER
ADP NO.545/150025 (2015-16)**

INQUIRY

Subject: IRREGULARITIES IN PURCHASE OF 25 NOS. HI-ACES UNDER ADP NO.545/150025 (2015-16)

Through the Government of Khyber Pakhtunkhwa, Higher Education Department Notification No.SOG/HE/ADP-545/150025 (2015-16) dated 06.02.2018, the undersigned (Syed Kamran Shah, PCS-SG BS-20, Secretary Finance FATA Secretariat Peshawar) has been assigned as the inquiry officer to conduct disciplinary proceedings against the following accused officer/officials of Higher Education Department, Peshawar under the Khyber Pakhtunkhwa Government Servants (Efficiency and Discipline) Rules, 2011 (Annex-A): -

- 1) Muhammad Hayat, Associate Professor of Physics (BS-19) Ex-Deputy Secretary (Admn) in Higher Education Department.
- 2) Rahmani Gul, Section Officer (PMS BS-17) Higher Education Department.
- 3) Imtiaz Ali, Superintendent/Accountant (BS-17) Higher Education Department.

2. According to the Statements of Allegations/Charge Sheets served upon the accused Officers/Officials vide the Higher Education Department, Govt of Khyber Pakhtunkhwa, Peshawar letter No.SOG/HE/ADP-545/150025/2015-16 dated 06.02.2018 (Annex-B), they have been charged respectively as under: -

A. Muhammad Hayat, Associate Professor of Physics (BS-19) Ex-Deputy Secretary (Admn) in Higher Education Department (Annex-C):

- i. You were directed in a meeting of the Purchase Committee held on 12.02.2016 to confirm the approved rates from the concerned supplier i.e. M/S Toyota Abbott Motors, Abbottabad but you failed to report in black & white as to whom did you contact in Toyota Abbott Motors. Had this been done carefully, the fraud would have been surfaced long before issuance of cheque to the wrong person.
- ii. Pursuance to the first meeting of purchase committee, you entered into an agreement on 03.03.2016 with the Supplier as per record available in shape of the Note Sheet but the Agreement is missing from the file which you caused to be removed from the file maliciously in an effort to benefit the fraudulent Supplier by signing another Agreement (beneficial to the Supplier) on 02.07.2016; after issuance of Supply Order.
- iii. The Supply Order issued to Toyota Abbott Motors mention obtaining 25% Security but in violation, you signed an Agreement with 10% Security. You neither approved the agreement from the higher Hierarchy nor was opinion of Law Department obtained. Resultantly, you signed a faulty agreement having no penalty and arbitration clauses; thereby causing loss to government exchequer.

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- iv. Toyota Abbott Motors issued a number of letters stating that they have withdrawn the quotation and that you have made payment to a wrong person but you failed to take cognizance to avoid this huge loss to the government. This amounts to collusion with Mr. Jawad Ashraf in fraudulently withdrawing Rs.100 Million by concealment of facts and tempering of record at your disposal.
 - v. When on 26.09.2016, Toyota Abbott Motors claimed again that they have not received any supply order or payment, you, heading a committee, were asked by the purchase committee to probe the matter and report. You visited Abbottabad alongwith the members of the Committee but you failed to report as to whether Toyota Abbott Motors has received the supply order and payment or otherwise. Instead, you only reported that Mr. Zia Nabi, MD of the firm is a friend of Jawad Ashraf. This shows connivance with Mr. Jawad Ashraf and concealment of facts.
 - vi. The Cheque was issued to M/S Toyota Abbott Motors, Rawalpindi instead of Indus Motors under your supervision. All this means that you facilitated the public money to go into wrong hands for ulterior motives.
 - vii. Mr. Jawad Ashraf had no Vendor Number for issuance of the Cheque. You used your personal influence in obtaining a vendor number for him overnight in your struggle to facilitate him.
 - viii. The NTN number of Toyota Abbott Motors Abbottabad as mentioned in the Quotation and pre-receipt bill is 7143699-3 while that for Mr. Jawad Ashraf is 2672698-0. It could be confirmed from online Tax payer verification that the NTN number is of Toyota Abbott Motors situated at Rawalpindi and not at Abbottabad. You failed even to apply this ordinary prudence in safeguarding public money.
 - ix. Even the backside of the stamp paper signed by you with Mr. Jawad Ashraf on 02.07.2016 bears signature of the licensee from Rawalpindi which you failed to understand.
 - x. From 13.12.2016 till 07.08.2017, you never took approval or guidance from the higher hierarchy intentionally and kept on playing with the public money. This shows a strong connivance with the fraudulent supplier which you supported for ulterior motives.
 - xi. You issued another Supply order to Toyota Khyber Motors Peshawar on 22.02.2017 without taking approval of the competent authority or the purchase committee without cancelling the earlier supply order and entered into another agreement.
 - xii. Being at the middle management in the department, you never pointed out that as per KPPRA Rules, the purchase to be made from the authorized dealer at Peshawar instead of going for Quotations which led to the disastrous situation.

B. Rahmani Gul. Section Officer (PMS BS-17) Higher Education Department (Annex-D).

- i. You prepared the cheque number 1352571 dated 24.06.2016 for a huge amount of Rs.91287000/- in the name of Toyota Abbott Motors instead of Indus Motors. As per past practice, almost a year ago, you prepared a similar cheque for even higher amount for purchase of 50 vehicles in the name of Indus Motors. The deviation from the laid down procedure can be interpreted as connivance with the fraudulent Supplier.
- ii. While processing bill in the name of Toyota Abbott Motors, Abbottabad; you failed to ask for the verified vendor number of the Firm; instead you helped in obtaining a vendor number for the fraudulent Firm situated at Rawalpindi and hence the cheque went into the wrong hands.

C. Imtiaz Ali. Superintendent/Accountant (BS-17) Higher Education Department (Annex-E).

- i. You prepared the cheque number 1352571 dated 24.06.2016 for a huge amount of Rs.91287000/- in the name of Toyota Abbott Motors instead of Indus Motors. As per past practice, almost a year ago, you prepared a similar cheque for even higher amount for purchase of 50 vehicles in the name of Indus Motors. The deviation from the laid down procedure can be interpreted as connivance with the fraudulent Supplier.
- ii. While processing bill in the name of Toyota Abbott Motors, Abbottabad; you failed to ask for the verified vendor number of the Firm; instead you helped in obtaining a vendor number for the fraudulent Firm situated at Rawalpindi and hence the cheque went into the wrong hands.

BACKGROUND/HISTORY

3. It has originated from the procurement case/process of 25 vehicles under the Higher Education Department's ADP scheme titled "Transport Facility to the Staff of Government Colleges" approved by the Provincial Development Working Party (PDWP) at the total cost of Rs.100.00 Million for financial year 2015-16. Procurement process for purchase of 25 Toyota Hiace Vehicles was initiated back in February 2016. The accused Muhammad Hayat, originally Associate Professor of Physics (BS-19), belonging to Teaching Cadre of Higher Education Directorate, was serving as Deputy Secretary (Admn), Higher Education Department, whereas accused Rahmani Gul and accused Muhammad Imtiaz were then posted respectively as Section Officer (General) and Accountant in Higher Education Department.

4. The Supply Order was placed to M/S Toyota Abbott Motors, Manshara Road, Abbottabad and an agreement was executed with its Managing

Director, Sardar Zia Nabi. However, subsequently another agreement was signed with Mr. Jawad Ashraf, Toyota Abbott Motors, who was neither an authorized representative of nor was holding any official position in the actual supplying firm (M/S Toyota Abbott Motors, Mansehra Road, Abbottabad). The payment of Rs.9,12,87,000/- on that account was also irregularly made to Mr. Jawad Ashraf instead of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad. Subsequently, a Schedule of Repayment was executed with him (Mr. Jawad Ashraf) for retrieval of the wrongfully paid money. Afterwards another supply order for procurement of 25 vehicles was issued on 22.02.2017 to Toyota Khyber Motors, Peshawar after, interestingly, execution of Agreement/Deed with the said authorized dealer on 16.02.2017. Seemingly, all these actions were taken and transactions made at the level of the accused officers/officials without formal processing and approval of the competent authority/higher authorities.

5. On surfacing of the irregularities committed in the said procurement case, the instant disciplinary proceedings have been initiated against the three accused officers/official charge sheeted by Higher Education Department, Govt of Khyber Pakhtunkhwa. Mr. Muhammad Yasin, Section Officer (General), Higher Education Department has been assigned as the Departmental Representative for the instant inquiry. The disciplinary proceedings were held on 09.02.2018, 13.02.2018, 14.02.2018, 15.02.2018, 16.02.2018 and 19.02.2018.

6. During the course of the inquiry the following officers/officials/persons, also including the 03 accused officials, were heard, examined, cross questioned and their statements recorded: -

- i) Accused Muhammad Hayat, the then Deputy Secretary (Admn) in Higher Education Department (Annex-F). (His replies to the Questionnaire is at Annex-G).
- ii) Accused Rahmani Gul (PMS BS-17), the then Section Officer (General) Higher Education Department (Annex-H). (His replies to the Questionnaire is at Annex-I).
- iii) Accused Imtiaz Ali, the then Accountant Higher Education Department (Annex-J) (His replies to the Questionnaire is at Annex-K).
- iv) Mr. Muhammad Ayaz Khan, Deputy Secretary (Admn), Higher Education Department (Annex-L). He was also heard and questioned in the presence of the accused officials and the Departmental Representative.
- v) Mr. Khushi Muhammad, Section Officer (Litigation) Higher Education Department (Annex-M). He was also heard in person and questioned in the presence of the accused officials and the Departmental Representative.
- vi) Mr. Aziz Muhammad, originally AD Accounts at Directorate of Higher Education, presently serving as Section Officer (B&A)

Higher Education Department (**Annex-N**). He was also heard in person and questioned in the presence of the accused officials and Departmental Representative.

vii) Mr. Abdul Ghafoor Baig, Commissioner D.I.Khan (the then Special Secretary, Higher Education Department). He was engaged telephonically as well as through a formal questionnaire for ascertaining factual position (**Annex-O**).

viii) Mr. Jawad Ashraf, so called owner of the Toyota Abbott Motors, Rawalpindi. He was heard in person and cross examined in the presence of the Departmental Representative (Mr. Muhammad Yasin, Section Officer General, Higher Education Department), accused Muhammad Hayat and accused Rahmani Gul.

FACTS

7. In the light of the statements/examination of the three accused functionaries as well as other officers/officials/persons and perusal of the relevant record, the following facts have come out: -

- i) An ADP (2015-16) Scheme titled "Transport Facility to the Staff of Government Colleges" with total cost of Rs.100.000 million was approved by the PDWP forum on 08.10.2015. The scheme provided for the purchase of 25 Toyota Hi-ace Vehicles for transport/pick & drop facilities to the teaching staff of the Government Colleges (Male/Female) (**Annex-P**).
- ii) Higher Education Department, Govt of Khyber Pakhtunkhwa constituted a Departmental Committee for Works and Service in vide its Notification No.SOG/HE/Purchase/2015-16/75 dated 04.01.2016 (**Annex-Q**).
- iii) Meanwhile, Finance Department, Govt. of KP released the funds amounting to Rs.25.00 Million through its letter No.SO(Dev-1)/FD/3-1/HE/2015-16 dated 26.11.2015 and Rs.75.00 Million vide No.SO(Dev-1)/FD/3-1/HE/2015-16 dated 25.01.2016, where after Higher Education Department issued the requisite sanction for the said scheme vide No. SO(Dev-1)FD/3-1/HE/2015-16 dated 12.02.2016 (**Annex-R**).
- iv) Initiating the procurement process, Higher Education Department obtained Quotations from different authorized dealers of Toyota and a comparative statement was prepared for the Departmental Purchase Committee (**Annex-S**).
- v) First Meeting of the Departmental Purchase Committee was held on 12.02.2016, which was chaired by Special Secretary Higher Education Department.
- vi) Out of the five contending parties, the rates offered by M/S Toyota Abbott Motors, Manshehra Road, Abbottabad were approved for

being the lowest i.e. Rs. 37,80,000/- per vehicle and 75% Advance Payment (Annex-T) (Minutes of the meeting dated 12.02.2016 is attached at Annex-U).

- vii) Accordingly, the supply order was issued to Managing Director, Toyota Abbott Motors, Mansehra Road, Abbottabad vide the Higher Education Department, Govt. of Khyber Pakhtunkhwa letter No.SOG/HE/Procurement/2015-16 dated 24.02.2016 for supply of 25 Toyota Hi-ace Vehicles (Annex-V).
- viii) Subsequently, an agreement was executed between the Higher Education Department and M/S Toyota Abbott Motors, Mansehra Road, Abbottabad on 03.03.2016 for supply of 25 Toyota Hi-ace Vehicles. It was signed by the accused Muhammad Hayat, the then DS (Admn), on behalf of Higher Education Department and Sardar Zia Nabi, MD from the other side.
- ix) Higher Education Department approached Finance Department Govt. of KP through its letter No.SOG/HE/Procurement/2015-16 dated 04.03.2016, seeking sanction for 100% advance payment to the supplying firm on that account (Annex-W).
- x) The requisite sanction of Finance Department was accorded vide its letter No.SO (Dev-I)FD/3-1/HE/2015-16 dated 10.06.2016 for 100% advance payment to the suppliers concerned (Annex-X).
- xi) Higher Education Department issued sanction order bearing No.SOG/HE/ADP-545/150025/2015-16 dated Nil accordingly (Annex-Y).
- xii) Subsequently, the cheque No.1352571 dated 24.06.2016 for Rs.9,12,87,000/- in the name of M/S Toyota Abbott Motors on account of the cost (100% advance payment) of 25 Toyota Hi-ace vehicles, accompanied with the Higher Education Department covering letter No.SOG/HE/Accounts/2015-2016 dated 28.06.2016 addressed to M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, was handed over to Mr. Jawad Ashraf on 28.06.2016 (Annex-Z).
- xiii) Subsequently, a second Agreement Deed was executed on 02.07.2016 by the accused Muhammad Hayat, the then DS (Admn), at his own level with Mr.Jawad Ashraf, purportedly representing so called M/S Toyota Abbott Motors and not the original suppliers, M/S Toyota Abbott Motors, Mansehra Road, Abbottabad.
- xiv) A reference dated 06.09.2016, addressed to DS (Admn) Higher Education Department, was received from M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, quoting their previous letter dated 01.05.2016 and intimating about non-receipt of supply order & payment, and hence withdrawal of their Quotation (Annex-AA).

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- xv) Afterwards, another letter dated 13.10.2016 was received from M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, informing that Higher Education Department falls under the PRA of Toyota Khyber Motors Peshawar, so they could not entertain its request ((Annex-BB). Yet again another letter dated 04.11.2016 was received from them, reiterating withdrawal of their quotation ((Annex-CC). In response, Higher Education Department through its letter dated 09.11.2016 sought clarifications from M/S Toyota Abbot Motors, Abbottabad (Annex-DD).
- xvi) Meetings of the Purchase Committee were held on 20.10.2016 (Annex-EE), 02.12.2016 (Annex-FF) and 06.12.2016 ((Annex-GG). The last meeting was also attended by Mr. Jawad Ashraf, while the representative of Toyota Abbott Motors, Mansehra Road, Abbottabad (Sardar Zia Nabi) did not turn up.
- xvii) An agreement was executed with Mr. Jawad Ashraf for retrieval/repayment of the irregularly paid amount of Rs.9,12,87,000/- (Annex-HH).
- xviii) Meanwhile, Higher Education Department vide its letter No.SOG/HE/Procurement/2015-16 dated 16.01.2017 solicited a Quotation from M/S Toyota Khyber Motors, Peshawar for purchase of 25 Toyota Hi-ace Vehicles (Annex-II).
- xix) Subsequently, the supply order, with 25% Advance Payment, was issued to M/S Toyota Khyber Motors vide the Higher Education Department letter No. SOG/HE/Procurement/2015-16 dated 22.02.2017 (Annex-JJ).
- xx) Accordingly, on 16.02.2017 an agreement was executed by the accused Muhammad Hayat, the then DS (Admin) Higher Education Department, with the MD of Toyota Khyber Motors, Peshawar for supply of 25 Toyota Hi-ace Vehicles (Annex-KK).
- xxi) Higher Education Department was requested, interalia, through the M/S Toyota Khyber Motors Peshawar letter dated 21.08.2017 for making payment of the remaining amount of Rs.5,21,95,385/- as 20 vehicles had arrived at the Karachi Dry Port (Annex-LL).
- xxii) Higher Education Department asked M/S Toyota Khyber Motors Peshawar on 20.09.2017 to provide 12 Toyota Hi-ace Vehicles against the payment of Rs.4,81,29,615/- already made to them (M/S Toyota Khyber Motors) (Annex-MM).
- xxiii) The department also sent a letter to Mr. Jawad Ashraf, for providing 100% payment till 02.10.2017 (Annex-NN).

FINDINGS

2. As a result of the interviews/hearings of the accused officers/officials as well as other functionaries/officers/persons concerned,

perusal of their statements and examination of the relevant record, the following findings have come out: -

- i) Respective tenures of the incumbents of the positions of Secretary Higher Education, Govt. of KP, Special Secretary Higher Education Department (Mr. Abdul Ghafoor Baig) and the three accused officials in the context of and corresponding to the said procurement process/case were as under: -

A) SECRETARY HIGHER EDUCATION

S.No.	Name of Officer	From	To
1.	Farah Hamid Khan	04.02.2016	16.05.2016
2.	Muhammad Saleem	16.05.2016	10.11.2016
3.	Muhammad Faheem Wazir (Dual Charge)	01.08.2016	09.11.2016
4.	Syed Zafar Ali Shah	10.11.2016	Till Now.

B) SPECIAL SECRETARY HIGHER EDUCATION

S.No.	Name of Officer	From	To
1.	Abdul Ghafoor Baig	11.02.2013	27.09.2017

C) TENURES OF THE ACCUSED OFFICERS/OFFICIALS

S.No.	Name of Officer	From	To
1.	Muhammad Hayat, Ex-DS (Admn)	31.07.2015	15.08.2017
2.	Rahmani Gul Ex-Section Officer (General)	28.08.2012	27.01.2017
3.	Irfat Ali (Superintendent/Accountant)	01.08.2001	Till Now.

- ii) The Departmental Committee for procurement of Works and Services, constituted by the Higher Education Department, Govt. of Khyber Pakhtunkhwa vide its Notification No.SOG/HE/Purchase/2015-16/75 dated 04.01.2016, was headed by the Administrative Secretary (Annex-Q) but its meetings convened in connection with the procurement of 25 Toyota Hi-ace Vehicles, under the ADP (2015-16) Scheme titled "Transport Facility to the Staff of Government Colleges" with total cost of Rs.100.000 million (Annex-P), since its first sitting dated 12.02.2016, were never chaired by the Secretary Higher Education. The first meeting was in fact assigned to Mr. Abdul Ghafoor Baig, Special Secretary HED, who chaired on behalf of the Administrative Secretary.

- iii) As per the provision of sub-rule (c)(iv) of Rule 10 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules 2014, for procurement of 25 Toyota Hi-ace Vehicles a single

quotation should have been called from and supply order placed with the local authorized dealer of the sole manufacturer (Indus Motors), which was M/S Toyota Khyber Motors, Peshawar in this case. Instead the accused Muhammad Hayat, the then DS (Admin) HED obtained quotations, through telephonic contact, from different dealers of M/S Indus Motors. He has admitted the fact but claims that the quotations had been collected, seven to ten days prior to the first meeting of the purchase committee held on 12.02.2016, at the verbal instructions of Mr. Abdul Ghafoor Baig, the then Special Secretary HED (please peruse reply to Question No.6 of Questionnaire (at Annex-G). However, Mr. Abdul Ghafoor Baig, the then Special Secretary HED has denied giving any such verbal direction on his part and instead asserts that the quotations seemed to have been collected well before the first meeting of the Departmental Purchase Committee, held on 12.02.2016, was entrusted to him as per orders of the Administrative Secretary passed on through her Private Secretary. (please peruse Mr. Abdul Ghafoor Baig's replies to Questions No.2, 3, 4 & 5 of the Questionnaire (Annex-O). Nothing is available on record to substantiate the claim of the accused Muhammad Hayat as to calling the quotations at the verbal direction of the then Special Secretary HED.

iv) As mentioned earlier, the first meeting of the Departmental Purchase Committee, held on 12.02.2016, was chaired by Special Secretary HED on the direction of the Administrative Secretary whose minutes were also formally submitted to the latter and approved by her (please peruse reply of Mr. Abdul Ghafoor Baig to Question No.3 of the Questionnaire at Annex-O). During the course of meeting, the accused Muhammad Hayat was verbally directed by the chair to confirm the approved rates from M/S Toyota Abbott Motors, Mansehra Road, Abbottabad. As per the accused Muhammad Hayat's own statement at Annex-F and Annex-G (please perused his reply to Question No.8 of the Questionnaire), he got the rates telephonically confirmed from Sardar Zia Nabi, MD Toyota Abbott Motors, Mansehra Road, Abbottabad but did not report the confirmation in writing to the Chairman of the Purchase Committee; the accused officer asserted that he informed the Special Secretary verbally.

v) The Purchase Committee in its said meeting approved, out of the five contenders, the Offer/Quotation of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad for being the lowest i.e. Rs. 37,80,000/- per vehicle and 75% Advance Payment (Annex-T). Had the Department followed the relevant rules, the supply order would have been placed directly with the Indus Motors (the sole actual manufacturer) or its authorized local dealer, M/S Toyota Khyber Motors, Peshawar.

vi) Subsequently, Higher Education Department, Govt. of Khyber Pakhtunkhwa vide its letter No.SOG/HE/Procurement/2015-16

dated 24.02.2016 issued the supply order to Managing Director, Toyota Abbott Motors, Mansehra Road, Abbottabad for supply of 25 Toyota Hi-ace Vehicles with the direction, interalia, to submit 25% security in shape of CDR/Bank Guarantee (**Annex-V**). The supply order was handed over to Sardar Zia Nabi MD Toyota Abbott Motors, Mansehra Road, Abbottabad personally. It is worth noting that formal approval for issuance of the supply order was not obtained from the Competent Administrative Authority, rather it was done at the level of the accused Muhammad Hayat, the then DS (Admn).

vii) Accordingly, Higher Education Department inked a contract with M/S Toyota Abbott Motors, Mansehra Road, Abbottabad on 03.03.2016 for supply of 25 Toyota Hi-ace Vehicles. It was authenticated/executed by the accused Muhammad Hayat, the then DS (Admn) HED, at his level **without prior approval of the Secretary HED/Principal Accounting Officer** and legal vetting of the (draft) agreement by the Finance Department or Law Department. Sardar Zia Nabi, MD Toyota Abbott Motors, Mansehra Road, Abbottabad signed the agreement from the other side. The original copy of the Agreement Deed dated 03.03.2016 is not available in the relevant file/record, which according to the statement of the accused Imtiaz Ali (Accountant), and endorsed by the accused Rahmani Gul (the then SOG, HED), had been returned by the accused Muhammad Hayat, the then DS (Admn) in his presence to Mr. Jawad Ashraf in the former's Office (DS Admn HED office), after executing a subsequent Agreement Deed with the latter (Mr. Jawad Ashraf) on 02.07.2016 (please peruse reply to the Question No.6 of the Questionnaire at **Annex-K** and reply to Question No.7 of the Questionnaire at **Annex-I**).

viii) Subsequently, Higher Education Department requested Finance Department, Govt. of KP through its letter No.SOG/HE/Procurement/2015-16 dated 04.03.2016, for sanction of 100% advance payment, **instead of 75% as per the relevant Quotation**, to the supplying firm on that account (**Annex-W**). Moreover, **instead of the full title of the suppliers i.e. M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, only M/S Toyota Abbott Motors** was mentioned in the said letter dated 04.03.2016. This omission, whether deliberate or inadvertent, was manipulated at later stage. The said reference was made to Finance Department, at the behest of the accused Muhammad Hayat (the then DS Admn), again without formal approval of the Competent Authority.

ix) Finance Department conveyed the requisite sanction vide its letter No.SO (Dev-I)FD/3-1/HE/2015-16 dated 10.06.2016 for 100% advance payment to the suppliers concerned, naming them as M/S Toyota Abbott Motors instead of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad (**Annex-X**). As stated earlier, this omission helped making payment to a wrong person/unauthorized

individual (Mr. Jawad Ashraf) instead of the actual party, namely M/S Toyota Abbott Motors, Mansehra Road, Abbottabad.

- x) Later on, an undated sanction order bearing No.SOG/HE/ADP-545/150025/2015-16 was issued by Higher Education Department accordingly (Annex-Y).
- xi) An incomplete/deficient photo copy of another Agreement Deed dated 21.06.2016, seemingly about the same transaction, has been found in the relevant file; the original copy thereof is, however, not available/traceable. Nevertheless, the accused Rahmani Gul, the then SOG HED (please see his reply to Question No.8 of the Questionnaire at Annex-I) and the accused Imtiaz Ali, Accountant (please peruse reply to Question No. 7 of the Questionnaire at Annex-K) have denied to have any knowledge about its existence (execution) or having seen original copy thereof but they are aware of the presence of its photo copy in the file. So is the statement of the accused Muhammad Hayat, the then DS Admn. (Please see his reply to Question No.18 of the Questionnaire at Annex-G).
- xii) The accused Imtiaz Ali, Accountant prepared a bill, which was signed by the accused Rahmani Gul (the then SOG), in the name of M/S Toyota Abbott Motors, instead of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, for payment of Rs.9,12,87,000/- on account of cost of 25 Toyota Hi-ace Vehicles for submission to the Accountant General, Khyber Pakhtunkhwa for pre audit (please see reply to Question No. 12 of the Questionnaire at Annex-I) and reply to Question No.13 of the Questionnaire at Annex-I). Both the accused officials have admitted that in a previous supply of 50 Vehicles they had processed the case and prepared the bill in the name of the original manufacturer (M/S Indus Motors) and cheque had also been issued to the M/S Indus Motors but in this case ignoring the previous experience/practice they prepared the bill in favour of an unauthorized dealer and a wrong party (please peruse the reply to Question No. 14 of the Questionnaire at Annex-I and reply to Question No.13 of the Questionnaire at Annex-K).
- xiii) For preparation of the bill, Vendor No. was not solicited from the actual suppliers (M/S Toyota Abbott Motors, Mansehra Road, Abbottabad). Nobody from the Higher Education Department contacted, directly or indirectly, the suppliers concerned for that purpose. The accused Rahmani Gul, SOG in his reply to Question No.15 of the Questionnaire at Annex-I and the accused Imtiaz Ali, Accountant in his response to Question No.14 of the Questionnaire at Annex-K have admitted this omission on their part (also peruse reply of the accused Muhammad Hayat to the Question No.20 of the Questionnaire at the Annex-G). They have also admitted that the case for generation of vendor number was submitted to the AG Khyber Pakhtunkhwa on the basis of the documents respecting

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Toyota Abbott Motors (and not M/S Toyota Abbott Motors, Mansehra Road, Abbottabad) furnished by Mr. Jawad Ashraf, an un-authorized/unconcerned person. All the three accused officials have failed to exercise due diligence on their respective part as otherwise required, under the relevant rules including the General Financial Rules, from them.

- xiv) It is also worth noting that the actual suppliers (M/S Toyota Abbott Motors, Mansehra Road, Abbottabad) in their Pre-receipt dated 24.02.2016 had clearly mentioned their NTN number as 7143699-3, while Mr. Jawad Ashraf had given his NTC as 2672698-0 but none of the three accused officials tried to ascertain the credentials of Toyota Abbott Motors (Rawalpindi) or Mr. Jawad Ashraf as has been admitted by the accused Muhammad Hayat himself in his reply to Question No.21 of the Questionnaire at Annex-G. The accused Imtiaz Ali, Accountant has confirmed, endorsed by the accused Rahmani Gul, SOG during the inquiry proceedings in the presence of the Departmental Representative and the accused Muhammad Hayat the then DS (Admn) that the latter (accused Muhammad Hayat) had personally accompanied him when he visited the office of Accountant General Khyber Pakhtunkhwa in connection with generation of vendor number in respect of Mr. Jawad Ashraf, using his (accused Muhammad Hayat) influence for that purpose.
- xv) On clearance of the Bill submitted by the department, the Cheque No.1352571 dated 24.06.2016 for Rs.9,12,87,000/- was prepared and issued by the Accountant General Khyber Pakhtunkhwa, in the name of M/S Toyota Abbott Motors (and not M/S Toyota Abbott Motors, Mansehra Road, Abbottabad) on account of the cost (100% advance payment) of 25 Toyota Hi-ace vehicles. The cheque accompanied with the Higher Education Department covering letter No.SOG/HE/Accounts/2015-2016 dated 28.06.2016 addressed to M/S Toyota Abbott Motors, Mansehra Road, Abbottabad (Annex-Z), was handed over to Mr. Jawad Ashraf, instead of an authorized representative of the actual suppliers, on 28.06.2016 in person by the accused Imtiaz Ali in the presence of the accused Muhammad Hayat, the then DS (Admn), in the latter's office (please see the accused Rahmani Gul's, the then SO Admn HED, reply to Question No.16 of the Questionnaire at Annex-I, the accused Imtiaz Ali's own admission in his reply to Question No.15 of the Questionnaire at Annex-K and the accused Muhammad Hayat the then DS Admn statement through his reply to Question No.17 of the Questionnaire at Annex-G).
- xvi) Subsequently, second Agreement was executed/signed by the accused Muhammad Hayat, the then DS (Admn), at his own level with Mr. Jawad Ashraf, purportedly representing so called M/S Toyota Abbott Motors (Rawalpindi) and not the original supplying party namely M/S Toyota Abbott Motors, Mansehra

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Road, Abbotizbad. However, the second Agreement was executed without rescinding, revoking or superseding the first Agreement dated 03.03.2016 as well as the supply order dated 24.02.2016 and without prior approval of the Administrative Secretary (Secretary Higher Education). Moreover, the draft or original document of the second Agreement Deed dated 02.07.2016 was neither initiated by the section concerned nor processed on the relevant file. These facts have been admitted by the accused Muhammad Hayat in his replies to Question No. 10, 11, 12 & 14 of the Questionnaire at Annex-G, confirmed by the accused Rahmani Gul, the then SOG in his reply to Question No.6 & 9 of the Questionnaire at Annex-I, endorsed by the accused Imtiaz Ali, Accountant in his replies to Question No.5 & 8 of the Questionnaire at Annex-K and substantiated by Mr. Abdul Ghafoor Baig, the then Special Secretary HED in his replies to Question No.7, 10 & 11 of the Questionnaire at Annex-O. Furthermore, the Higher Education Department supply order dated 24.02.2016 issued to the suppliers mentioned requisite depositing of 25% Security by the latter (the suppliers) but the agreement executed by the accused Muhammad Hayat spoke of 10% Security (please peruse replies of the accused Muhammad Hayat, the then Deputy Secretary (Admn) to Questions No.13 & 14 of the Questionnaire at Annex-G. All this was quite irregular, violative, unjustifiable and unlawful acts and conduct on the part of the accused Muhammad Hayat, the then DS (Admn).

xvii) Like the first Agreement Deed 03.03.2016, the second Agreement executed on 02.07.2016 also did not contain provisions/clauses regarding penalty or arbitration in case of any infringement, violation, dispute or default on the part of the suppliers. Though the accused Muhammad Hayat has tried to pass the buck, in his reply to Question No.15 of the Questionnaire at Annex-G, on others, as both the Agreements were authenticated/executed by him at his own level and without prior approval of the Administrative Secretary, he cannot absolve himself of the entire responsibility for the omission in this behalf. During the cross examination when asked that had he even looked at the back side of the stamp paper of the second agreement dated 02.07.2016 executed by him with Mr. Jawad Ashraf he would have seen the signature of the licensee/stamp vendor from Rawalpindi, which would have divulged the compromise credentials of the latter (Jawad Ashraf) being not the genuine representative of the actual suppliers, the accused Muhammad Hayat verbally stated that such non judicial stamp papers could be obtained from the licensee vendors of any city/town.

xviii) M/S Toyota Abbot Motors, Mansehra Road, Abbotizbad, through their reference dated 26.09.2016, addressed to the DS (Admn) (the accused Muhammad Hayat), Higher Education Department, referring to their previous letter dated 01.05.2016, intimated about

neither receiving the supply order dated 24.02.2016 nor the payment and hence withdrawal of their Quotation ((Annex-AA). Their assertion as to not receiving the supply order dated 24.02.2016 does not look tenable because the (first) Agreement dated 03.03.2016 was signed by Sardar Zia Nabi, MD of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad himself as a sequel to the said supply order. Anyway, their previous letter dated 01.05.2016 seemed to have not been received at the Higher Education Department because not only the relevant record does not contain a copy of any such reference but the accused officials have also expressed their unawareness there-about ((please peruse the detailed note dated 07.10.2016 moved, through para 64-75 of the Note Pari of the relevant file, by the accused Imtiaz Ali, Accountant and onwardly submitted by the accused Rahmani Gul, the then SOG HED, available annexed with the Q & A Statement at Annex-O).

xix) Afterwards, another letter dated 13.10.2017 was received from M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, informing that Higher Education Department falls under the PRA of Toyota Khyber Motors Peshawar, so they could not entertain its request ((Annex-BB). Yet again another letter dated 04.11.2016 was received from them, reiterating withdrawal of their quotation ((Annex-CC). In response, Higher Education Department through its letter dated 09.11.2016 sought clarifications from M/S Toyota Abbot Motors, Abbottabad ((Annex-DD).

xx) Seemingly, the withdrawal letters from the suppliers stirred the department, which convened meetings of the Purchase Committee on 20.10.2016 ((Annex-EE), 02.12.2016 ((Annex-FF) and 06.12.2016 ((Annex-GG). A subcommittee comprising (1) accused Muhammad Hayat, Ex-DS (Admn), HED (2) Mr. Aziz Muhammad SO (B&A), HED and (3) Mr. Wajid Ali, DD (P&D), Directorate of Higher Education, constituted in the purchase committee's meeting dated 20.10.2016 ((Annex-EE), visited M/S Toyota Abbott Motors, Mansehra Road, Abbottabad on 20.10.2016 and met its Manager Finance Mr. Sajjad and Mr. Jawad Ashraf ((the one who had received the cheque and to whose account the cheque was issued). The subcommittee also met with its Managing Director, Sardar Zia Nabi, on 23.10.2016, upon his return from Karachi ((Report of the subcommittee is placed at Annex-OO). However, the report submitted by the subcommittee did not mention whether the actual suppliers (M/S Toyota Abbott Motors, Mansehra Road, Abbottabad) had received the supply order and the payment or not. Impliedly, the subcommittee seemed to have not in fact ascertained the factual position from the party/suppliers concerned during their visit to Abbottabad, which was a glaring omission on their part.

xxi) In the Departmental Purchase Committee's meeting chaired by the accused Muhammad Hayat, Ex-DS (Admn) on 02.12.2016, it was decided to call Mr. Jawad Ashraf ((the receiver of the cheque of

payment) and a representative of M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, in the next sitting. Accordingly, the next meeting of the Purchase Committee, presided over by the accused Muhammad Hayat, the then DS (Admn.), on 06.12.2016 was also attended by Mr. Jawad Ashraf, while nobody from the M/S Toyota Abbott Motors, Mansehra Road, Abbottabad (Sardar Zia Nabi) came up. In the meeting Mr. Jawad Ashraf reportedly claimed that he was partner of Sardar Zia Nabi, MD M/S Toyota Abbott Motors, Mansehra Road, Abbottabad and had participated in quotation process (Minutes at Annex-GG). The assertion made by Mr. Jawad Ashraf was far from reality.

xxiii) As a result of firefighting, an agreement was reached/executed by the accused Muhammad Hayat, the then DS (Admn) with Mr. Jawad Ashraf for retrieval/repayment of the irregularly paid amount of Rs.9,12,87,000/- (Annex-HH). It was done again without prior approval of the Competent Authority/Secretary Higher Education as admitted by the accused Muhammad Hayat, the then DS (Admn) in reply to Question No.22 of the Questionnaire at Annex-G and confirmed by Mr. Muhammad Ayaz Khan present, Deputy Secretary (Admn) in his reply to Question No. 9 of the Questionnaire at Annex-L. However, the then Special Secretary HED (Mr. Abdul Ghafoor Baig) was in the know as stated by him in his reply to Question No. 11 of the Questionnaire at Annex-O (please also peruse the reply of the accused Muhammad Hayat to Question No.22 of the Questionnaire at Annex-G).

xxiii) As a result of the deal struck with Mr. Jawad Ashraf, the entire amount of the irregular payment (Rs.9,12,87,000/-) made to him alongwith the difference of the higher cost per vehicle was to be repaid/returned by him in toto by 30th June, 2017. However, he has failed to make full repayment; reportedly only sum of Rs.4,81,29,615/- has so far been retrieved from him for onward payment to M/S Toyota Khyber Motors, Peshawar to whom subsequent the supply order dated 22.02.2017 was placed for procurement of 25 Toyota Hi-ace Vehicles. As such a sum of Rs.4,31,57,385/- is still outstanding against Mr. Jawad Ashraf besides a sum of Rs.7,60,725/- being a difference of the higher cost of 25 Vehicles (please peruse the accused Muhammad Hayat's reply to Question No.27 of the Questionnaire at Annex-G and the reply of Mr. Muhammad Ayaz Khan, present DS (Admn) to Question No. 7 & 8 of the Questionnaire at Annex-L).

xxiv) In the wake of the aforementioned development, Higher Education Department through its letter No.SOG/HE/Procurement/2015-16 dated 16.01.2017 called for fresh Quotation from M/S Toyota Khyber Motors, Peshawar for supply of 25 Toyota Hi-ace Vehicles (Annex-II). Subsequently, the accused Muhammad Hayat, the then DS (Admn) HED, executed an agreement with the MD, Toyota Khyber Motors, Peshawar on 06.02.2017 for supply of 25 Vehicles

(Annex-KK). It was followed by the issuance of the supply order, with 25% Advance Payment, to M/S Toyota Khyber Motors vide the Higher Education Department letter No. SOG/HE/Procurement/2015-16 dated 22.02.2017 (Annex-JJ). All these acts/activities were done at the level of the accused Muhammad Hayat, the then DS (Admn) without prior approval/sanction of the Administrative Secretary. Moreover, ordinarily issuance of Supply Order precedes and not follows the execution of agreement in procurement cases. But in this case it happened the other way, which is surprising.

- xxv) M/S Toyota Khyber Motors Peshawar, inter alia, requested Higher Education Department, through their letter dated 21.08.2017 for making payment of the remaining amount of Rs.5,21,95,385/- as 20 vehicles had arrived at the Karachi Dry Port (Annex-LL). Thereupon, Higher Education Department asked the suppliers on 20.09.2017 to provide 12 Toyota Hi-ace Vehicles against the payment of Rs.4,81,29,615/- already made to them (M/S Toyota Khyber Motors Peshawar) (Annex-MM). Reportedly, only 12 Toyota Hi-ace Vehicles have been supplied to the Higher Education Department against the supply order for 25 vehicles, obviously, because of non-payment of the balance amount/cost to the suppliers.
- xxvi) Moreover, the Higher Education Department through its letter No.SOG/HE/ADP-545/150025/2015-16 dated 21.09.2017 also urged Mr. Jawad Ashraf to make 100% remaining amount on or before 02.10.2017 (Annex-NN); however, no payment/repayment of the remaining amount has so far been made. The fact has not only been admitted by the accused Muhammad Hayat, the then DS (Admn) and other accused officials as well as Mr. Muhammad Ayaz Khan, the incumbent DS (Admn) Higher Education Department but also by Mr. Jawad Ashraf himself during his verbal statement before this Inquiry Officer.
- xxvii) The accused Muhammad Hayat, the then DS (Admn) HED himself has admitted that throughout the period from 13.12.2016 to 07.08.2017, he did not ever ascertain or get it confirmed that the authority being exercised by him with respect to the said procurement process at his level was in accordance with or consistent with the delegation of financial powers invested in him (as DS Admn, HED) being a **Category-II Officer** (please peruse his reply to Question No. 25 of the Questionnaire placed at Annex-G and the replies of Mr. Abdul Ghafoor Baig, the then Special Secretary HED to the Questions No. 6, 7, 8, 10, 11 & 12 of the Questionnaire at Annex-O).
- xxviii) After transfer of the accused Muhammad Hayat from the post of Deputy Secretary (Admn.), Higher Education Department through its Notification No.SOG/HE/ADP-545/150025/2015-16 dated 03.11.2017 ordered a fact finding inquiry through Mr. Muhammad

Kabir Afridi, Additional Secretary (Annex-PP). The Inquiry Officer submitted its Report through letter No.PA/AS/HED/Inquiry/2017 dated 08.12.2017 (Annex-QQ). Perusal of the fact finding inquiry report signifies that real hard work was put in on the part of the Inquiry Officer to dig out factual position and ascertain the truth. It brought out different facts of the procurement process in question, pointing out multiple irregularities, omissions and violations of the relevant rules, prescribed procedures and set practices etc. committed in this case specifically on the part of the accused Muhammad Hayat, the then Deputy Secretary (Admn). Statements and replies of the accused officials and other officers/persons to the questions/cross examination, during the course of the instant disciplinary proceedings, by and large endorse the findings of the fact finding inquiry officer.

- xxix) It was also brought into the knowledge of the Inquiry Officer (the undersigned) that a case had also been referred by the Higher Education Department to the Khyber Pakhtunkhwa Ehtesab Commission for investigation/prosecution.
- xxx) During the instant disciplinary proceedings, Mr. Jawad Ashraf also appeared in person on 19.02.2018. He was heard in detail for his part of the story and was found straight forward in accepting the facts of the case/process. As gathered from his verbal statement, Mr. Jawad Ashraf was willing to repay the remaining amount outstanding against him, excluding the amount in the shape of CDR, with the penalty on the remaining sum of Rs.2,12,00,000/- which comes to around Rs.8,64,000/- (Rs.1,68,000/- per vehicle). However, he seeks certain facilitation/favour from the Higher Education Department.
- xxxi) The formal written statements of all the three accused officials submitted to the undersigned (Inquiry Officer), and placed at Annex-F, H & J respectively, are too simplistic and unconvincing. However, their replies, during the examination/cross examination in the course of disciplinary proceedings, available at Annex-G, I & K respectively are significantly clear, candid and meaningfully elaborate.

CONCLUSIONS

3. In the light of the statements/examination of the accused officers/official as well as the other officers/persons concerned, the above stated FACTS, FINDINGS and scrutiny of the relevant record, the following conclusions have been drawn: -

1. The case for procurement of 25 vehicles by Higher Education Department, Government of Khyber Pakhtunkhwa has been mis-handled/mis-managed from the very beginning. The process was conducted and authority/powers were exercised in irregular way,

which was inconsistent with and in violation of the relevant rules, prescribed procedure and set practices.

2. It seems that the whole process and the related affairs were left to the sweet will of the then Deputy Secretary (Admn) HED (accused Muhammad Hayat), who was calling the shots. He was from the teaching cadre having no experience of administrative matters and with no knowledge of financial rules and regulations etc. By virtue of his posting as Deputy Secretary (Admn), he was invested with the financial powers of Category-II Officer under the Khyber Pakhtunkhwa Delegation of Financial Powers and Powers of Re-appropriation Rules. However, in this procurement case he would act, perform job, exercise authority and decide matters, which otherwise fell under the competency and powers of the Administrative Secretary/Category-I Officer/Principal Accounting Officer. More intriguing is the inaction or nonchalance on the part of Administrative Secretary throughout this episode, not intervening to check unbridled exercise of irregular authority by the accused Muhammad Hayat, the then DS (Admn).
3. As regards the respective allegation/charges brought up against the accused officials, specific conclusions are as under. -

A) Accused Muhammad Hayat, then DS (Admn) HED:

- i) Charge No.1 stands proven.
- ii) Charge No.2 stands proven.
- iii) Charge No.3 stands proven.
- iv) The payment was made to a wrong and unauthorized person at the behest of the accused officer indeed. No conscious efforts was made to ensure the payment to right party and no timely cognizance was taken to avoid this irregular transaction. Charge No.4 stands proven.
- v) Charge No.5 stands proven to the extent that the subcommittee headed by the accused officer failed to ascertain and report as to whether the suppliers (M/S Toyota Abbott Motors, Mansehra Road, Abbottabad) had received the supply order dated 24.02.2016 and the payment or otherwise.
- vi) Charge No.6 stands proven.
- vii) Charge No.7 stands proven.
- viii) Charge No.8 stands proven.
- ix) Charge No.9 stands proven.
- x) Charge No.10 stands proven.
- xi) Charge No.11 stands proven.
- xii) Charge No.12 stands proven.

B) Accused Rahmani Gul, the then SOG HED.

- i) The accused officer did not prepare the Cheque No.1352571 dated 24.06.2016 for Rs.9,12,87,000/-.

which was in fact issued, after requisite pre audit clearance of the bill, by the AG Khyber Pakhtunkhwa. However, he being the Drawing & Disbursing Officer of Higher Education Department did process and sign the bill for payment on account of the said procurement of 25 vehicles without ensuring conformity to the prescribed procedures/ requirements etc. Charge No.1 stands partially proved.

- ii) No collusive role on the part of the accused officer is detectable in this case. However, he did omit to exercise due diligence by not reflecting/mentioning the full nomenclature and vendor number of the actual suppliers, namely M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, in the bill processed and signed by him as the DDO concerned. Charge No.2 stands partially proved.

C) Accused Imtiaz Ali, Accountant, HED

- i) The accused official did not prepare the Cheque No.1352571 dated 24.06.2016 for Rs.9,12,87,000/-, which was in fact issued, after requisite pre audit clearance of the bill submitted by the department, by the AG Khyber Pakhtunkhwa. However, he being the Accountant concerned did prepare and process the bill for payment on account of the said procurement of 25 vehicles without ensuring conformity to the prescribed procedures/requirements etc. Charge No.1 stands partially proved.
- ii) The accused official did fail to exercise due diligence by, inter alia, not reflecting/mentioning the full nomenclature and vendor number of the actual suppliers, namely M/S Toyota Abbott Motors, Mansehra Road, Abbottabad, in the bill prepared and processed by him as the dealing Accountant concerned. However, at a later stage he belatedly made certain attempts to bring up the position to the notice of the higher authorities but in vain. Charge No.2 stands partially proved.

RECOMMENDATIONS

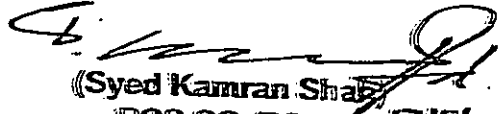
10. In the light of the scrutiny of the relevant record, the statements/examination of the accused officials as well as the other officers/persons concerned, and the above stated FACTS, FINDINGS and CONCLUSIONS, the following recommendations are made: -

- i. Keeping in view the **CONCLUSIONS** at Para-9 ante, the competent authority may decide imposition, in addition to the recovery of the pecuniary loss caused to the government in case the remaining/receivable sum is

not retrieved from Mr. Jawad Ashraf as given in forthcoming sub para (iii), of one of the penalties prescribed in sub rule (1) (b) of Rule-4 of the Khyber Pakhtunkhwa, Government Servants (Efficiency and Discipline) Rules, 2011 upon the accused Muhammad Hayat (the then Deputy Secretary Admn. HED), Associate Professor of Physics BS-19, Government of Khyber Pakhtunkhwa, Higher Education Department.

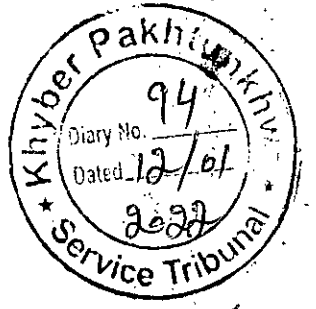
- ii. The Competent Authority may decide imposition of one or more appropriate penalties from sub rule (1) (a) of Rule 4 of the Khyber Pakhtunkhwa, Government Servants (Efficiency and Discipline) Rules, 2011 upon the remaining two accused officials, namely Rahmani Gull, the then Section Officer (General) HED and Imtiaz Ali, Accountant HED.
- iii. Higher Education Department may engage Mr. Jawad Ashraf, to whom the irregular payment had been made for an early retrieval of the remaining sum alongwith the cumulative differential amount of the current per unit market cost of 13 Toyota Hi-ace Vehicles. The administrative authorities concerned may make all possible efforts in order to ensure early procurement of the remaining vehicles in the larger public interest.
- iv. The Administrative Department may, in consultation with Law Department, reconsider/review the referral of case to Khyber Pakhtunkhwa Ehtesab Commission, which has not been actively functional for sometimes, and instead the case may be referred to the NAB Khyber Pakhtunkhwa.
- v. In future it may be ensured by Higher Education Department that in procurement cases of substantial value, meetings/proceedings of the purchase/procurement committee are chaired by the Administrative Secretary or Special Secretary himself and such processes are not left to the middle level or junior officers.

Dated 17.04.2018


(Syed Kamran Shah)
PCS-SG (BS-20) 17/04/18
Inquiry Officer

DB#

محترم جناب چیئرمین ایف بی سی ٹریبیونل پشاور



جناب عالی

گزارش لیا جاتی ہے کہ سائل کا

کلیمٹیشن صرف دراز سے سروس ٹریبیونل میں چل رہا ہے

جس میں DB-I میں 15/12/21 اور 05/01/22 کو تاریخ فکس
میوٹے لیکن سرکاری وکیل کی درخواست پر تاریخ کو پار
ماریٹیل لیا گیا۔ جس کی وجہ سے 11/01/22 کو تاریخ DB-2
میں فکس تھا۔ لیکن DB-2 نوٹیوٹے کیوجہ سے اگلے تاریخ

8/4/22 کو دیا گیا جو کہ کٹ دور ہے۔

لہذا آپ سے درخواست لیا جاتی ہے

کہ مجھے اس لفتے میں DB-I میں سنا جائے۔

شکور رہوں گا۔

12/11/2022

پروفیسر محمد عیاض
باشراچیو لیس

کوئٹہ
نہمان خان بخاری

put up to the monthly chain - au
with app - 4.

Deedw

12-11-2022

Fix in 1st week
of March, 2022

4-3-22 19/11/2022