



SHEHRI

Never doubt that a small group of thoughtful, committed citizens can change the world. Indeed, it's the only thing that ever has.

-Margaret Mead

JANUARY - DECEMBER 2013 VOL. 25/NO.3

Shehri- CBE Remembers its Fallen Friends



Parveen Rehman
Murdered March 13th, 2013



Abdul Waheed
Murdered May 13, 2013

Name: _____

Tel. (Res) : _____

Tel. (Off) : _____

Address: _____

Occupation: _____

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To Create a Better Environment

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(Annual Membership Fee)
in the name of Shehri-CBE
with passport size photograph

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Pakistan. Tel/Fax : 3453-0646

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Don't forget to renew your membership for 2014 (Rs. 1000)
Join Shehri and play your role as a good citizen to make this city a clean, healthy and environmentally friendly place to live in!



SHEHRI

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SHEHRI

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Interested contributors should contact the SHEHRI office for writers' guidelines. SHEHRI newsletter readership is for students, professionals, environmentalists, policy makers, NGOs and other organizations.

Views expressed herein do not necessarily express the views of the Editorial Consultants or The Managing Committee.

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EDITORIAL

Failing to plan is planning to fail

2013 has been another year of our city failing to plan. We are deep in the throes of mismanagement, water, sewerage, traffic to name a few of the the usual culprits, but we must not forget our politicians who have burdened us with evil legislation, example the Sindh High Density Development Board (Amendment) Act 2011, with this act we are witnessing 33-plus storey constructions, the Sindh Assembly continues to amend and fine tune the Act, a new amendment in The Sindh High Density Development Board (Amendment) Act, 2013, has made the act more non-transparent and corrupt. Unfortunately, the big names in Architecture shoulder this responsibility, Shehri had advised them not to become a party to this game, the politicians are using your name, but who listens. The games began in 2010.

Parks continue be destroyed, Jehangir Park in Saddar is being encroached and you and me are silent. We wonder when we will own this city and its open spaces. Once lost, they will never be made available again.

The Commercialization of Road Policy, 2003 continues to play havoc, the Master Plan Department of KMC has now started violating its own policy by allowing commercial change of land use on roads less than 40-ft wide. The city witnesses daily traffic jams, most could have been avoided if planned lawfully. This policy needs to be examined. It has become a money making, city destroying peace of legislation.

These and many more actions on the part of our elected representatives, is a concerted plan to fail us as a city and people.

As 2013 is draws to a close, we remember our last comrades,

- ☛ NisarHussainBaloch (7th November 2009)
- ☛ Abdul GhaniMirbahar (6th May 2011)
- ☛ ParveenRehman (13th March 2013)
- ☛ Abdul Waheed (13th May 2013)

It will also be a year to the passing away our great friend and patron ArdeshirCawasjee - 24th November 2012!

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KWSB - the story continues

SHEHRI-Citizens for a Better Environment was assigned the task by the Hon'ble High Court of Sindh to "determine as to whether there is any justification for maintaining and operating hydrants in Karachi and if so in what numbers and in what manner should be operated."

On 27th May 2011 (As stated in our newsletter July - December 2012 issue).

This assignment was further elaborated by the High Court order (CP No.D-2884/2010 dated 20th February 2013 ".....to allow them access to the record, relevant to the above matter, so that they may be able to conduct research and study in the matter and make proposals to the court as to whether and if so, how many hydrants are essentially required for the city of Karachi and as to where such hydrants should be located under whose control the same may operate and function; as to what should be rules and regulations for managing the hydrants and the supply there from in a proper efficient and fair manner"

Sd/- Maqbool Baqar, Judge

Sd/- Riazat Ali Sahar, Judge

These orders propelled us further into the water world known as "Karachi Water & Sewerage Board (KWSB). Shehri had a reasonable knowledge of the water affairs, but

Standard Contract Agreement Between Hydrant Operators & KWSB



CONTRACT AGREEMENT

In compliance of Hon'ble High Court of Sindh, at Karachi order passed. This CONTRACT AGREEMENT (hereinafter called the "AGREEMENT"), made the _____ day of _____ 2011, between the Karachi Water & Sewerage Board (KWSB), represented by its Managing Director, KWSB (hereinafter called the "Employer" which expression shall wherever the context so admits or required to be deemed to include their successor) on the part as first party having their office at _____, represented by _____, hereinafter called the "Contractor" (which expression shall wherever the context so admit or required to be deemed to include their Executors, Administrators, Successors and permitted Assignees) on other part as second party. Whereas the Employer is desirous to execute the work of Contract "OPERATION OF HYDRANT _____" and has accepted the Tender of the CONTRACTOR for **Rs.90,00,000/= (Rupees Ninety Lacs only)**, and for the Supplying of Water Tankers and completion of such WORKS and the remedying of any defects therein. AND WHEREAS THE CONTRACTOR has already deposited three (03) months advance as water filling charges in the shape of Pay Order to KW&SB for **Rs. 22,20,000/=** with the EMPLOYER, which may be treated as Performance Guarantee.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents which for the purpose of Identification have been signed by _____ on behalf of the Contractor by MD KWSB on behalf of the EMPLOYER, all of which shall be deemed to form and be read and construed as part of this Agreement.
 - a) This Form of Agreement.
 - b) Employer Letter of Acceptance No: CE/(H.S/T.O)/KW&SB/2011/22, Dated: 01-06-2011.
 - c) Employer Letter of Intent No: SE (H.S/T.O)/KW&SB/2010/09, Dated: 31-05-2011.
 - d) Contractor's Letter of unconditional Acceptance of Employers Proposal vide this office Diary No. NIL Dated: 01-06-2011.
- 1) The Successful Contractors are bound to supply total number of trips per day from Hydrant as and when required as per demand.
- 2) Each Water Tanker should contain minimum capacity of 1,000 Gallons.
- 3) That, in case of any emergency, Contractor may be asked to collect water from any other Hydrant and make adequate supply of water.
- 4) That, in case of any tanker goes to out of order the Contractor should continue the supply through another water tanker.
- 5) That, the tanker will be round the clock and the Contractor is bound to make due arrangements in this respect.
- 6) That, the respective of KW&SB will have the right to check the Tankers Operation from time to time and the tanker driver will show the tanker issue slips and intimate the place of delivery as demand. Incharge and each tanker will remain in the area allotted for the trips during supply timing. The Contractor in person or representative should be present at Hydrant all the time during the supply of Water through Tankers to control the drivers and follow the directions of Department Staff, KW&SB.
- 7) The Contractor shall be responsible to make the payment of Electricity charges of every month positively as per their bills and shall produce a paid bill copy in the office of Hydrant Services, KW&SB. In case KESC meter is not installed, the KW&SB shall recover Rs. 15/- per 1,000 per gallon from Contractor in the Monthly Bill.
- 8) That, the Contractor should produce the list of ownership of water tankers, should not be less than 10 Nos. and engaged by the Contractor. No. of Water Tankers list and Photo Copies may be produced duly attested, also the KW&SB could ask for all the Original Documents at short notice.
 - i) 5,000 Gallons - 1 No. (ii) 3,000 Gallons - 3 Nos. (iii) 2,000 Gallons - 4 Nos. (iv) 1,000 Gallon - 2 Nos.
- 9) The Contractor shall furnish the books of water supply permit according to the requirement.
- 10) That, the Contractor should make the supply 40% trips as G.P.S. (General Public Service) / Gratis and remaining 60% Tanker Trips as Commercial Basis.
- 11) That, all the trips made will be entered in the tanker trip register Maintained by the Contractor, also another register shall be maintained by Hydrant Incharge concerned on Daily Basis for Cross Checking.
- 12) The Hydrant Incharge should submit Daily Report in the office of the Hydrant Services/Tanker Operation, KW&SB along with the Signature As well as checked & verified by the Executive Engineer concerned of Hydrant Services/Tanker Operation, KW&SB.
- 13) That, every toke will be in triplicate two will be issued to the tanker driver who will get them signed by the receivers. The third will be returned by the Contractor/Representative and one will be returned by the Contractor.
- 14) That, the Contractor will be bound to prepare a list of all supplied trips During the supply hours on Daily Basis.
- 15) The Contractors of Hydrant are bound and responsible for repairing and maintenance work of Hydrant and would be carried out on Contractor's Cost wherever needed. The KW&SB shall not be responsible to make the payment to the Contractor in this regard.
- 16) That, the Contractor cannot sublet his Contract.
- 17) No tanker will cross the gate/premises of the Hydrant without issue Slip.
- 18) That, the Contractor would write in Capital Words "TANKER SERVICES, KW&SB" on all tankers deputed on Hydrant for drinking water supply.
- 19) That, Contractors are bound to supply the tankers within the Jurisdiction of Town Limit from the Hydrant, in case the trips are Supplied out of town, rate shall not be calculated beyond the limit.



the in-depth analysis of the information and documents that we have collected through meetings, interviews, sifting of old documents, has made us

wonder what is happening and who is responsible.

The interesting facts that have come forward are;

☛ KWSB is governed by a Board that never meets, (so far we have been able to retrieve two Board meetings i.e. 28th June 2002 and 27th June 2008.)

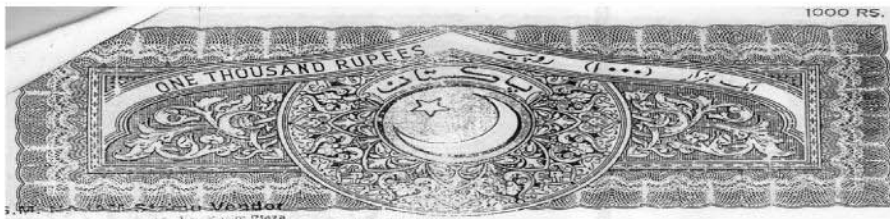
☛ The MD Water Board, makes all decisions without the same being endorsed by the Board.

☛ The contracts between the Water Board and the Hydrant Operators are one sided, very poor legal drafting, most contracts are done without complete information provided by the Hydrant operators.

☛ The Contract documentation is not kept in one place. (We are still trying to locate some through requests under FOI.)

☛ Hydrant operators to qualify to run a Hydrant must have their own fleet of water tankers 5,000 Gallons - 1 No., 3,000 Gallons - 3 Nos, 2,000 Gallons - 4 Nos 1000 Gallon - 2 Nos. The operator has to show the ownership of each tanker as well as give the registration number. This is a legal requirement. Records show this is not done, Hydrant operators and tanker owners are different people. This defeats the requirement that the fleet has to be in top condition to transport water.

☛ All Contracts are signed by the MD KWSB, he as the top man violates his own legal contractual requirements.



- 20) That, the Contractor shall be responsible for safe custody and proper maintenance of KW&SB property, installation, etc. In case during the Contract Period, KW&SB's Property, installation, etc. shall be found Damaged, Contractor shall be responsible for immediate repair and maintenance, other than the amount to be deposited in the account of KW&SB which will be assist/estimated by the Engineer of the KW&SB.
- 21) That, the Contractor shall ensure that the roads within the limits are not damaged in any way by the leakage of Water Tanker under their jurisdiction other than who will be responsible.
- 22) That, the Hydrant shall be run by the Hydrant Services/Tanker Operation, under the supervision and control of C.E (Hydrant Services/Tanker Operation), KW&SB.
- 23) No payment/adjustment will be made by KW&SB in case the Contractor makes any alteration, repair, maintenance, electrical connection charges, Gas charges, new water connection and for other utility/service/bills etc.
- 24) The Contractor is bound to pay all the bills whatsoever every month by the 5th day of each month and submit the same to Hydrant Services/Tanker Operation, KW&SB.
- 25) The Contractor shall deposit One (01) Month Advance Payment of Water filling Charges in KW&SB account every month (the 5th Day of each month) otherwise he shall not be allowed to fill the Tanker from KW&SB system and action shall be taken against him.
- 26) All the repair/maintenance of Electrical Accessories such as motors main junction box, etc will be borne by the Contractor during the agreement time period.
- 27) The Contractor will have the sign on the agreement within three (03) days after acceptance of tender, failing which the three month Deposit will be forfeited. In case of less depositing monthly billing amount, the difference amount shall be adjusted from advance payment three months and Contract/Tender shall be cancelled.
- 28) The Contractor is bound to follow all the instructions issued to him from time to time by KW&SB in this regard.
- 29) Contractor will submit the details of all Tankers/Equipment, original tankers documents shall be seen by the Authority concerned of KW&SB as and when necessary.
- 30) Authorized representative of Contractors should invariably be present at Hydrant all the time during supply of water through Hydrant to control the system and be in Contract of KW&SB.
- 31) In case of any mishaps/damage to Hydrant, the losses caused will be borne by the Contractor.
- 32) The Contractor shall be responsible of causing any accident on the road by the water tanker.
- 33) The Contractor will pay the Water Charges as per procedure as approved by KW&SB of every month.
- 34) The Contractor shall issue the directions to their tanker drivers to maintain Safety Procedure and to carefully drive on the roads.
- 35) Before awarding the Contract, the KW&SB Authority shall physically check the Water Tankers.
- 36) If any Hydrant Contract was awarded by TMAs, CDGK and if the liabilities are liable to KW&SB/Contractor, the successful Contractor shall be responsible to clarify the liabilities to KW&SB/Contractor subject to the approval by the KW&SB.
- 37) All terms & conditions is applicable are available in the Tender Documents
- 38) No. of Taps and Hydrant Operation Timing are mentioned at Bidding Documents, the KW&SB reserved the rights to change subject to the Conditions.
- 39) GPS/Gratis shall be adjusted from Contractor's Bills.
- 40) The Contractor shall be responsible to make the supply of water through Tanker trips in the areas of D.H.A., Clifton, VVIP's and VIP's and other Essential Government Offices of Government of Sindh & Government of Pakistan, also Governor House, Chief Minister House, Ministers, MNAs, MPAs shall be provided on priority on usual cost of G.P.S/Gratis.
- 41) Contractors should establish a well-furnished office near the Hydrant along with furniture, all communication (i.e. Landline Telephones, cell Phones, E-mail, etc.) Computers for communication and correspondence and detail of Administrative and Technical Staff.
- 42) In case of Load-shedding/failure of Electricity/Disconnection of Electricity, the Contractors should be responsible to arrange Generator/Pumps for filling the Tankers of own sources as soon as possible.
- 43) The Contractor shall not occupy/encroach any land along the boundary/premises of Hydrant.
- 44) In case of opening a Cabin Shop, It is necessary that the KW&SB shall give the permission as per policy, Contractor will not act play.
- 45) The Contractor should read all the Terms & Conditions mentioned before signing them, and KW&SB reserves the right to cancel the Contract due the Non-Compliance of above Terms & Conditions without giving any justification
- 46) That, the Contractor shall be bound to produce the trips as per schedule.
- 47) The Evaluation Committee has assessed rate @ Rs.100/= per 1,000 Gallon to be collected/recovered by KW&SB from Contractor.

Signed, Sealed and Delivered by the.

For and on behalf of Employer	For and behalf of Contractor
MANAGING DIRECTOR K.W.&.S.B.	_____
WITNESS OF EMPLOYER	WITNESS OF CONTRACTOR
DEPUTY MANAGING DIRECTOR(T/S)	1. M/s. _____
CHIEF ENGINEER (HS/TO)	2. M/s. _____
SUPERINTENDING ENGINEER (HS/TO), K.W.S.B.	PROJECT SUPERVISOR
EXECUTIVE ENGINEER (HS/TO) K.W. & S.B.	



☉ Karachi has 21 hydrants operating (list)

☉ In the contracts there is no date given, therefore, the operators continue to run the same hydrant year in year out, they only participate in the tender called, give the correct cost of transporting water i.e. General Public Service (GPS) and continue to operate indefinitely. The GPS

rate is accepted by KWSB itself. There is no Standard Operating Procedure (SOP) or benchmark available for this.

☉ The water given/allowed to each hydrant is as follows; See spread sheet

☉ Each hydrant operator is allowed according to the tender documents to transport water

within a 5-mile radius of the hydrant. We have made a map to show you how this defeats the purpose and the territorial jurisdiction of all Hydrants overlaps. Therefore we see a tanker from Site in Jamshed Zone and from Gulshan in D.H.A. This is a very clever way to make money and always keep the poor without water.

Tenders Floated for these Hydrants



OFFICE OF THE CHIEF ENGINEER HYDRANT CELL / TANKER SERVICES .KW&SB.

ST-6, Block-6 Near T.O. Clinic Main Gulshan Chowranghi
GULSHAN-E-IQBAL KARACHI Ph.99243041

NO.CE/HYD/ESSTT./KW&SB/2012/

Dated: 13-12-2012.

DETAIL OF HYDRANT OF KW&SB RECOGNIZED AS LEGAL

S.NO.	NAME OF HYDRANT	LOCATION OF HYDRANT	NAME OF CONTRACTOR	NOS. OF TAPS (EXISTING)	NOS. OF TAPS (ACTUAL WORKING)	OPERATIONAL TIMINGS
1	KORANGI 16,000 ROAD HYDRANT	KORANGI 16,000 ROAD, CHAKRA GOTH.	M/S. SARHAD SUPPLIERS	4	2	8:00 HOURS
2	SAKHI HASSAN HYDRANT	SAKHI HASSAN CHOWRANGI NEAR SARINA MOBILE MARKET.	M/S. QASIM & BROTHERS.	10	9	8:00 HOURS
3	SHAH FAISAL NO.4 HYDRANT	SHAH FAISAL COLONY, NEAR KHOKHER CULB	M/S. SHAH & CO.	2	1	8:00 HOURS
4	N.E.K HYDRANT	(New NEK Pumping Station) GADAP TOWN	M/S. MEERWANI & BROTHERS.	5	3	8:00 HOURS
5	MANGHOPIR HYDRANT	NEAR MANGHOPIR RESERVIOR,	M/S. UMAIR ENTERPRISES (SHAKEEL MEHAR)	10	3	8:00 HOURS
6	GARDEN - SADDAR HAYDRANT	NEAR GARDEN ADJACENT KARACHI ZOO	M/S. SHAH & CO.	2	1	8:00 HOURS
7	NIPA- GULSHAN HYDRANT	NIPA, GULSHAN-E-IQBAL.	M/S. SHAH MUHAMMAD KHAN	1	1	8:00 HOURS
8	SITE- QASBA HYDRANT	QASBA, MANGHOPIR ROAD	M/S. TOTAL SOLUTIONS	2	2	8:00 HOURS
9	SABA CINEMA HYDRANT	SABA CINEMA NORTH KARACHI.	M/S. A.A. BUILDERS & DEV.	6	4	8:00 HOURS
10	BALDIA HYDRANT	NEAR BALDIA STADIUM	M/S. HAROON AWAN	3	2	8:00 HOURS
11	CATTLE COLONY HYDRANT	NEAR BIN QASIM TOWN	M/S. JAN & CO.	1	1	8:00 HOURS
12	LALAZAR HYDRANT	NEAR PNSC BUILDING, TOWER, KEMARI.	M/S. S.SHAMRAIZ	1	1	4:00 HOURS
	LALAZAR HYDRANT	NEAR I.C.I BRIDGE	M/S. M.S. TARIQ	1	1	4:00 HOURS
13	MALIR HYDRANT (CLOSED BY INSTRUCTION OF MPA)	MALIR - 15	M/S. G.M ENTERPRISES	2	1	8:00 HOURS
14	LANDHI HYDRANT (CHAMRA HYDRANT)	CHAMRA CHOWRANGI OPP NRL, LANDHI TOWN.	M/S. RUSH LEVEL	2	2	8:00 HOURS
15	MANZOOR COLONY HYDRANT	MANZOOR COLONY (SHAHEEN GROUND).	M/S. TOTAL SOLUTIONS	1	1	8:00 HOURS
16	GERMAN SCHOOL- ORANGI HYDRANT	NEAR GERMAN SCHOOL, ORANGI TOWN	M/S. ENG. GROUP OF CONS.	1	1	8:00 HOURS
17	KORANGI NO. 2 HYDRANT	KORANGI NO.2, CHAKRA ROUNDABOUT	M/S. AL-MEHRAN & CO. (SHAKEEL MEHAR & HUZOOR BUKHSH)	7	2	8:00 HOURS
18	LANDHI NO.2 HYDRANT	FEATURE PUMP HOUSE LANDHI 89, LANDHI TOWN.	M/S. A.A. BUILDERS & DEV.	2	2	8:00 HOURS
19	SAFOORA HYDRANT	NEAR SAFOORA CHOWRANGI	M/S. WAJIH SABIH ENTERPRISES	3	2	8:00 HOURS
20	CHAKRA GOTH KORANGI HYDRANT	CHAKRA ROUNDABOUT, KORANGI TOWN	M/S. A.RAHIM & CO.	3	1	8:00 HOURS
21	CHAKRA -II HYDRANT	PLOT NO. 606, NEAR MARIA MEDICAL CENTER, KORANGI NO.2 CHAKRA GOTH KARACHI.	MR. GHULAM MUSTAFA MEMON	3	1	8:00 HOURS



KWSB Floated Tenders For Hydrants Operators in 2013

کراچی واٹر اینڈ سیوریج بورڈ



اظہار دلچسپی

بذریعہ سر بمہر نیلام

تجربہ کا قیدیہ کے حال کنٹریکٹس آفریٹ کی بنیاد پر مندرجہ ذیل ہائڈرنٹس بذریعہ سر بمہر نیلام مطلوب ہیں۔ تذاکرہ کنٹریکٹس ٹینڈر آپریشن سرویس میں کافی تجربہ اور مستحکم پس منظر کے مال ہوں۔

ہائڈرنٹ کا نام	کام کی نوعیت	قیمت داغرنٹ 1000 گلیں	زریعہ نمانہ (روپے)	قیمت ٹینڈر (نی) (روپے)
لاڈھی-2 (ماسکو) ہائڈرنٹ	ہائڈرنٹ کی آپریشن	آفریٹ	درج کردہ رقم کا 2%	3000/-
جھنگوٹھ (شاہ فیصل ٹاؤن) ہائڈرنٹ	.....	.....	.....	.....
چکرا-II (گورگی) ہائڈرنٹ	.....	.....	.....	.....
صبا ہائڈرنٹ (تاتھہ کراچی)	.....	.....	.....	.....
مکتوبچ (تصیب) ہائڈرنٹ	.....	.....	.....	.....
جرمن اسکول (اورگی ٹاؤن) ہائڈرنٹ	.....	.....	.....	.....
N.E.K ہائڈرنٹ (سپر پائی وے)	.....	.....	.....	.....
کورگی نمبر-2 ہائڈرنٹ	.....	.....	.....	.....
بلدیہ ٹاؤن ہائڈرنٹ	.....	.....	.....	.....
کنٹریکٹ کی اہلیت:	واٹر سٹریکٹس اور سروس کے آپریشن میں گزشتہ پانچ سال کا تجربہ رکھنے والا کنٹریکٹر ایبل ہے۔			
ٹینڈر خرید سے جاسکتے ہیں:	دفتر کا ڈسٹری بیوٹن (R&A) بمقام ایٹنی بلڈنگ مقصب سک سینٹر اور چیف انجینئر (H.S/T.O) بلاک 6 گلشن اقبال کراچی۔			
زریعہ نمانہ:	درج کردہ رقم کا 2% پیش ہے آرڈر یا چیک ڈراٹ بکن کراچی واٹر اینڈ سیوریج بورڈ۔			
ٹینڈر فیس:	3000/- روپے ناقابل واپسی پیش ہے آرڈر بکن کراچی واٹر اینڈ سیوریج بورڈ۔			
تاریخ اجراء:	از تاریخ اشاعت 10-04-2013			
تاریخ وصولی:	11-04-2013 بوقت سہ پہر 2-00 بجے۔			
گھنٹے کی تاریخ:	11-04-2013 بوقت سہ پہر 2-30 بجے۔			
محلے کا مقام:	ٹینڈر دفتر چیف انجینئر (IPD) انٹریز ٹینڈر اوپننگ مینیجنگ-1 بمقام بلاک B-1 ملوں میل کار سائز شاہراہ فیصل کراچی میں ٹینڈر دہندگان یا ان کے مجاز نمائندوں کی موجودگی میں کھولے جائیں گے۔			
کام کا مقصد اور اسکوپ:	متاثرہ واٹر فوڈ کو کھلیات اور ان کے دروازوں پر خدمات فراہم کرنا۔			

شرائط و ضوابط: • ٹینڈر دستاویزات مندرجہ بالا ذرا سے دوران دفتر کی اوقات جاری کی جائیں گی۔ • ٹینڈر واٹر سٹریکٹس اور سروس کے آپریشن میں گزشتہ پانچ برسوں کا تصدیق شدہ تجربہ پیش کرنے پر قبول کیے جائیں گے۔ • کنٹریکٹس ٹینڈر دستاویزات میں لازماً اپنا عمل اور دست موجود ڈاک کا پتہ درج کریں اور الفاظ و ہندسوں دونوں میں درج کریں۔ • اصل اور تصدیق شدہ کاپیوں میں کیے جائیں گے۔ • ٹینڈروں کو ٹینڈر اوپننگ مینیجنگ-1 دفتر چیف انجینئر (H.S/T.O) بلاک B-1 کار سائز شاہراہ فیصل کراچی میں کھولے گی۔ • ٹینڈر محلے کی تاریخ پر کوئی ٹینڈر جاری نہیں کی جائے گا۔ • اگر محلے کی تاریخ پر تاگزیر حالات پیدا ہوئے یا حکومت کی جانب سے "تھیل" کا اعلان کر دیا گیا تو کسی صورت میں ٹینڈر رکنہ کام والے روز ہی وقت اور مقام پر کھولے جائیں گے۔ • پیشکش کی رقم کار سائز پینٹل ہے آرڈر بکن کی فاکٹور بکن تک رکھ لیا جائے گا۔ • ٹینڈر میں سفارش قبول نہیں کی جائے گی۔ • ٹینڈر سر بمہر نیلاموں میں ٹینڈروں پر توجہ نہیں دی جائے گی۔ • مقررہ وقت کے بعد ٹینڈر وصول نہیں کیے جائیں گے۔ • کنٹریکٹس کو 2% زریعہ نمانہ کے علاوہ 03 لاکھ کے مل کے مساوی پیشگی ادائیگی کے لئے KWSB کے فنڈ میں ہے آرڈر یا سالانہ درج کردہ پیشکش کی رقم کا 25% ہے آرڈر بکن KWSB شنگ کرنا ہوگا۔ • فنانس ٹیلی ٹینڈر دستاویز کی ویب سائٹ www.kwsb.gov.pk اور www.spprasindh.gov.pk پر ملانے کا سکتا ہے۔ • پری کوالیفیکیشن کا پتہ ملاحظہ سے www.kwsb.gov.pk پر ملاحظہ کیا جاسکتا ہے۔ • پری کوالیفیکیشن کا پتہ ملاحظہ سے www.kwsb.gov.pk پر ملاحظہ کیا جاسکتا ہے۔ • پری کوالیفیکیشن کا پتہ ملاحظہ سے www.kwsb.gov.pk پر ملاحظہ کیا جاسکتا ہے۔

دستی میں کوئی ٹینڈر قبول کرے یا کوئی باقی ٹینڈر دستاویز کر دے۔

دستخط: **چیف انجینئر (H.S/T.O) کراچی واٹر اینڈ سیوریج بورڈ**
KWSB/DPR/2013/34

Hydrant water comes under 3 categories

1. **Free gratis**, this is water given to government departments, MPAs, MNAs, High Court, homes etc those people who requests the MD. KWSB compensates the hydrant operators by allowing them the same number of commercial tankers to sell at their own will, clause 40 of contracts says it all "The Contractor shall be responsible to make the supply of water through tanker trips in the areas of D.H.A., Clifton, VVIP's and VIP's and other essential Government Offices of Government of Sindh & Government of Pakistan, also Governor House, Chief Minister House, Ministers, MNAs, MPAs shall be provided on priority on usual cost of G.P.S./Gratis."

2. **General Public Service (GPS)**. This is the name given to water sold for domestic use. It is this rate which the MD agrees or disagrees to accept when the operator competes in the tender floated by KWSB

The last tender took place in 2010.

3. **Commercial water has no rate**. This is fixed between the hydrant operator and purchaser.

Most commercial water sold by hydrant operators is to industry and to out of area residential users The present GPS rate has been enhanced without tender.



Latest GPS Rate 2013 - Determined without tender as all the hydrant operators filed frivolous cases against KWSB since 2010 - so while the cases continued, KWSB enhanced the GPS rate which is shown in table.

#	Hydrants	Official rate of transporting water for General Public Service (GPS)
1	Korangi 16000	Rs.235/-
2	Shah Faisal	Rs.220/-
3	NEK	Rs.220/-
4	Manghopir	Rs.350/-
5	Garden	Rs.220/-
6	NIPA	Rs.335/-
7	SITE/Qasba	Rs.350/-
8	Saba Cinema	Rs.350/-
9	Baldia	Rs.235/-
10	Cattle Colony	Rs.350/-
11	Landhi to Mansera Colony	Rs.220/-
12	German School Orangi Town	Rs.220/-
13	Korangi to Al Mehran	Rs.220/-
14	Landhi 1 Future Colony	Rs.235/-
15	Juma Goth	Rs.350/-
16	Chakra Goth	Rs.350/-
17	Chamra	Rs.350/-
18	Sakhi Hasan	Rs.650/-

Only 8 tenders were finalized in 2010, yet others operate. This is the rate officially hydrant operators charge for domestic water within the 5-mile radius of the hydrant. No one we know pays this rate. Hydrant operators only charge commercial rates. Therefore there is a strong mafia control, no transparency, accountability. KWSB is a golden goose for all political parties and they fight to control it.

In our humble opinion after the review of the documents, we cannot truly say whether Karachi needs tanker water or not, as nothing is in order on ground.

Continued on Page 27

SKY WAYS UNION OF PIA EMPLOYEES

S, 15, 16 Falak Naz Centre, Shahrah-e-Faisal, Karachi

Respected Mr. Sameer Ahmed Dhody
Respected Dr. Raza Gazdari
Shehri-CBE.

Assalam-o-Alaikum

Thank you so much for inviting me to your FOI Seminar held on the 13th of July 2013 at Sheraton Hotel. In the same way, you had invited me for a similar FOI seminar in cooperation with PILAR at PILAR Centre, Gulshan-e-Maymar. At this seminar, the way both of you, respectful Gentlemen, explained the context of FOI with great diligence was overwhelming, in fact all those participants who were attending a FOI Seminar for the first time, learnt and received information under the law of FOI to quite an extent.

I will request you to kindly publish the incident given as under in your circular and by publishing it, will contribute even more to your struggle. We too have take advantage of this law.

We had written a letter to the Labor Department of Sindh requesting them to kindly post us the list of Industries in District East, on not receiving any answer from them, after 21 days we wrote another letter to Ombudsman along with a Challan of Rs.50/= according to the law of FOI. Exactly after three weeks the office of Ombudsman informed us that the correct list of Industries is being sent to us, similarly a few other cases are in process as well.

What message we want to convey is that as citizens if we can receive favorable results by using our rights according to the FOI law, then even the common citizen can do so.- and the services Shehri is doing for the citizens is remarkable.

At this seminar, the questions raised by KESC and other Departments were reasonably and logically answered by you. I request that you respected Sirs do try in implementing the FOI Law in Punjab and KPK and in doing so, you will have our full support at all times because we are all looking forward for a Good Governance.

Thank you,

Yours Sincerely

Sheikh Mohammad

PIA Trade Union Well Wisher Address: E-410, Ruffi Green City
Block No: 18, Gulistan-e-Jaughar Karachi.
Email:pkairline@yahoo.com, Cell #:0332-3168622, 0300-239804



List and Details of Hydrants

#	Name of Hydrant, Location & Dia Pipe water coming	Name of contractor & operating hydrant	Taps	No. of taps working	Meter at Hydrant	Own tankers	Suit / CP filed against KWSB	Cause of action	FOI information asked for by Shehri	KESC Billing at @	Rate of water ptg	Money received for contract by KWSB (in Rs.)	Sublet clause 16 Violation	Special Conditions	Copy of contract	Copy of stay order date	Overlapping territorial jurisdiction
1	Korangi 16,000 Road Hydrant Distt East Korangi 16000 Road, Chakra Goth Operational timing 8:00 hrs No AM/PM Given in contract	M/s. Sarhad suppliers Kaleem Ex NazimOrang I.	04	02	None	None	1) CP-D-2883/10 Filed by Shoab Khan M/s Sarhad suppliers 2) Suit 1043/11 filed by Shoab Mohammad	Water given through this hydrant to IDP's refugees in 2010 & money not paid Rs.47,26360/- Money not paid in CP 2883/10	Contract agreement Ownership of Tankers. Registration of Tankers List of water Tankers showing Capacity i.e. 1000, 5000, and 3000. Clarification of Clause 19 of Contract letter Dated 21/1/2013. Clause 3 Clause 10 Clause 40	Rs 15 Ptg. Rs. 30/-	Rs. 127/ptg As per 2010 Rs. 235/- ptg As per September 2013				Yes dated 1/6/11 2)4/10/12 no copy	1) Landhi No.2 Hydrant 2) Korangi No.2 Hydrant	
2	Sakhi Hassan Hydrant Distt West Sakhi Hassan Chowrangli, near Sarina Mobile Market Operational timing 8:00 hrs	M/s. Qasim & Brothers Professional Beluchi	10	09	None	Yes 62	1) CP-D.2885/10 2) CP-D 1435/12 Sher Muhammad Vs. KWSB	Water to IDP's from these hydrants Rs.64,613,150 KWSB has not cleared dues and called new tender	Ownership of tankers. Registration of ownership List of tankers showing Capacity i.e. 1000, 5000, and 3000. Clarification of Clause 19 of Contract letter Dated 21/1/2013. Clause 3 Clause 10 Clause 40.	Rs 15/- per 1000 gallon Rs. 30/-	Rs. 127/ptg As per year 2010 650/= Ptg As per September 2013	4,57,20,000/-		Yes Dated 1/6/2011 signed with KWSB	1)27/4/11 no copy 2)15/10/12	1. Saba (New Karachi) Hydrant	
3	Shah Faisal No.4 Hydrant Distt East Shah Faisal Colony, near Khoikhar Club AKA Juma Goth Operational timing 8:00 hrs No AM/PM given	M/S. Shah & Co. Non Professional Political person MQM patronage	02	01	No		1)CP-D.2879/10 By Shahzad Muhammad		List of Ownership of Tankers. Registration no of tankers. List of tankers showing Capacity Copy of Contract.	Rs 15 Ptg. Rs. 30/-	220/= Ptg As per September 2013	Rs. 90 lacs (nine million)			Yes Dated 1/6/2011 signed with KWSB	1) 27/4/11 2) Future-Landhi Hydrant 3) Malir Hydrant no.2 Hydrant	

#	Name of Hydrant, Location & Dia Pipe water coming	Name of contractor & operating hydrant	Taps	No. of taps working	Meter at Hydrant	Own tankers	Suit / CP filed against KWSB	Cause of action	FOI Information asked for by Shehri	KESC Billing at @	Rate of water ptg	Money received for contract by KWSB (in Rs.)	Sublet clause 16 Violation	Special Conditions	Copy of contract	Copy of stay order	Overlapping territorial jurisdiction
4	N.E.K Hydrant Distt West (New NEK Pumping Station), Gadap Town Operational timing 8:00 hrs No AM/PM given	M/s. Meerwanji Brothers Non Professional BrohiBaluchi. 23/5/08	05	03	None	None	Civil Suit 139/09 Court of SikandarAmeerPa here. CA 28/10 Naveed Iqbal Vs. PDS & KWSB	Application u/s 3/4 of the contempt of Court Act	List of Ownership of Tankers. Registration No. of Tankers. List of Tankers Showing Capacity. Copy of Contract.	?	Rs. 158/- ptg in 2010 220/= Ptg As per September 2013	Rs.500,000/-		5-years	None	12/7/10	Mullah Hussain Brohi Hydrant
5	Manghopir Hydrant Distt West AKA Qasba Hydrant Near Manghopir Reservoir Operational timing 8:00 hrs No AM/PM given	M/s. Umair Enterprises ShakeelMehar	10	03	None	None	CPD 1378/2013		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity	Rs. 30/-	350/= ptg As per September 2013				None		Nil
6	Garden Sadder Hydrant Distt West Near Garden Adjacent Karachi Zoo Operational timing 8:00 hrs No AM/PM given	M/S. Shah & Co. Professional Non-Political Since	02	01	None		CPD 2879/2010 CPD 1437/2010		Copy of Contract. List of ownership Registration no. of tankers. List of Tankers showing Capacity of tankers	Rs.15/- 2011 contract Rs.30/-	Rs. 105/- ptg in 2011 Rs.158/- ptg in 2012 220/= Ptg As per September 2013	Rs.94,50,000/- June 2011	Clause 16		Signed by MD KWSB, not ratified by KWSB board		1. LalazarKeremari Hydrant 2. SITE Hydrant 3. SITE Hydrant (TP-I)
7	NIPA Gulshan Hydrant Distt East NIPA, Gulshan Iqbal Operational timing 8:00 hrs No AM/PM given	M/S. Shah Muhammad Khan Professional	01	01	None	yes	CP-D.2880/2010 By Shah Muhammad Khan.		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity of tankers	Rs 15 Ptg. Rs.30/-	335/= Ptg As per September 2013	99 Lacs			Yes, Dated, 1/6/2011 Signed by MD KWSB, but not ratified by Board		Nil



#	Name of Hydrant, Location & Dia Pipe water coming	Name of contractor & operating hydrant	Taps	No. of taps working	Meter at Hydrant	Own tankers	Suit / CP filed against KWSB	Cause of action	FOI Information asked for by Shehri	KESC Billing at @	Rate of water ptg	Money received for contract by KWSB (in Rs.)	Sublet clause 16 Violation	Special Conditions	Copy of contract	Copy of stay order	Overlapping the jurisdiction of Hydrant
8	SITE Qasba Hydrant Distt West Qasba, Manghopir Road Operational timing 8:00 hrs No AM/PM given	M/s. Total Solutions Non-Professional MQM support	02	02	None	None	Suit no 1164/2010 Filed by Imran Mehmood CP D 2881/2010 Filed by Abdul Rahim Khan		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity	No mention	Rs.158/- ptg in 2010 350/- Ptg As per September 2013	No mention of money received		Signed by contractor and TMA, but not ratified by KWSB Board Contract for 5 yrs, no start & finish date Contractor has to give 5 tankers free under order of Town Nazim/TMO Contractor bound to supply tanker within 22 KM radius of hydrant (Rule 5)	No	12/7/10	1. Garden Saddar Hydrant 2. Baldia Hydrant 3. Lalazar Hydrant 4. Gulbai Hydrant
9	SABA Cinema Hydrant Distt West Saba Cinema, North Karachi Operational timing 8:00 hrs No AM/PM given	M/s. A.A. Builders & Developers Son in Law of Fazul-Rehman. Non Professional	06	04	None		Suit No 410/2013		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity of tankers		350/= Ptg As per September 2013				No		Sakhi Hassan Hydrant
10	Baldia Hydrant Distt West Near Baldia Stadium Operational timing 8:00 hrs No AM/PM given	M/s. HaroonAwan Professional	03	02	No	Yes, List not given	CPD 1036/2010		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity of tankers	Rs 15 Ptg Rs.30/-	Rs.123/- ptg. Rs.73/- to KWSB Rs.50/- Baldia Town. Rs.158/- ptg in 2012 235/=ptg As per September 2013	No mention		12 years contract with provision for extension. Storage fuel, service station on KWSB land, no information on who gets income	Yes Dated 18-12-2008, for 12 years between contractor & TMA Baldia, not ratified by KWSB Board	15/6/10	1. Gulbai Hydrant 2. SITE Hydrant 3. Orangi Hydrant 4. SITE TP-I Hydrant 5. Manghopir Road Hydrant

#	Name of Hydrant, Location & Dia Pipe water coming	Name of contractor & operating hydrant	Taps	No. of taps working	Meter at Hydrant	Own tankers	Suit / CP filed against KWSB	Cause of action	FOI Information asked for	KESC Billing at @	Rate of water ptg	Money received for contract by KWSB (in Rs.)	Sublet clause 16 Violation	Special Conditions	Copy of contract	Copy of stay order	Overlapping territorial jurisdiction
11	Cattle Colony Hydrant Distt East Near Bin Qasim Town Operational timing 8:00 hrs No AM/PM not given	M/s. Jan& Co. Non professionalB aluchi. ex MPA's Brother.	01	01	No	None	CP-D.2886/2010 Suit No.1042/2012 By Jan Muhammad. Suit No.1283/12 filed by Jan Muhammad		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity of tankers	Rs 15 Ptg Rs. 30/-	Rs.133/- ptg in 2011 350/= Ptg As per September 2013	1,1970,000.			Yes Dated 1/6/11 with KWSB, but not ratified by KWSB Board		Nil
12	Lalazar Hydrant Distt South Near PNSC Building, Tower Kemari Operational timing 8:00 hrs No AM/PM given	M/s. S. Shamraiz Professional but closed By KPT.	01	01	None		CP-D.2884/2010. Filed by M/s. Tariq & Shamraiz Shehri has been given Notice By Court To Help. CPD 1438/2012		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity of tankers					Contract for 3 years	Yes Dated 25/8/08 between TMA Kemari & Contractor, not ratified by Board		1. Garden Saddar Hydrant 2. Gulbai Hydrant 3. SITE Hydrant
13	Lalazar Hydrant Near ICI Bridge Operational timing 8:00 hrs No AM/PM given	M/s. Tariq	01	01	None		CP-D.2884/2010. Shehri has been given Notice By Court To Help. CPD 1438/2012		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity of tankers						None		1. Garden Saddar Hydrant 2. Gulbai Hydrant 3. SITE Hydrant
14	Malir Hydrant (closed by instruction of MPA) Distt East Malir 15 Operational timing 8:00 hrs No AM/PM given	M/s. G. M. Enterprises	02	01	No		CP-D.2882/2010 By Maqsood Ahmed		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity of tankers						No		1. Shah Faisal Hydrant 2. Future Landhi Hydrant 3. Landhi no.2 Hydrant



#	Name of Hydrant, Location & Dia Pipe water coming	Name of contractor & operating hydrant	Taps	No. of taps working	Meter at Hydrant	Own tankers	Suit / CP filed against KWSB	Cause of action	FOI Information asked for by Shehri	KESC Billing at @	Rate of water ptg	Money received for contract by KWSB (in Rs.)	Sublet clause 16 violation	Special Conditions	Copy of contract	Copy of stay order	Overlapping territorial jurisdiction
15	Future Landhi Hydrant (Chamra Hydrant) Distt East Chamra Chowra ngi, Opp NRL, Landhi Operational timing 8:00 hrs No AM/PM given	M/s. Rush Level Supported By Naor Muhammad Non Professional	02	02	No	No	Suit No.1371/2010 Imran Mr. Arshad Iqbal.		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity of tankers		Rs.158/- ptg as per December 2012 350/= Ptg As per September 2013				None		1. Shahfaisal Hydrant 2. Future Landhi Hydrant 3. Malir Hydrant
16	Manzoor Colony Hydrant Distt East Manzoor Colony Operational timing 8:00 hrs	Imran Bunty Non professional	01	01	No	No	Suit no 1165/2010 Imran Mehmood		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity of tankers						No		Korangi no.2 Hydrant
17	German School, Orangi Hydrant Distt West Near German School, Orangi Operational timing 8:00 hrs No AM/PM given	Non Professional MQM Afaq		01	No	No	Suit no 479/2013		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity		Rs.158/- ptg in 2012 220/= Ptg As per September 2013						1. Baldia Hydrant 2. Orangi Hydrant 3. SITE TP-I Hydrant 4. Manghopir Hydrant
18	Korangi No.2, Hydrant Distt East Korangi No.2, Chakra Roundabout Operational timing 8:00 hrs No AM/PM given	Shakeel Mehar & Huzoor Bak hsh	07	02	No	No	CP-D.2913/2010 By Irfan Ahmed Memon Lawyer		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity		220/= Ptg As per September 2013				No	12/10/10	1. Korangi 16000 Road Hydrant 2. Manzoor Colony Hydrant
19	Landhi No.2 Hydrant Distt East Feature Pump House, Landhi 89 Operational timing 8:00 hrs No AM/PM given	Bilal Faiz Non Professional	02	02	No		CP-D 2924/2010 By Waqar Mahmood.		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity		235/= Ptg As per September 2013				No		1. Shah Faisal Hydrant 2. Malir Hydrant 3. Future Landhi Hydrant 4. Korangi 16000 Hydrant
20	Safoora Hydrant Near Safoora Chowra ngi Operational timing 8:00 hrs No AM/PM given	Non Professional I SSP. Farooq Awan.	03	02	No				Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity	Not mentioned in agreement	Not mentioned in agreement	55,11,500/-			Agreement signed by Chief Engineer, not ratified by KWSB Board Contract is different from the others. Opened for one year under emergency 01/8/12 to 31/7/13		
21	Chakra Goth Korangi Hydrant Chakra Round about, Korangi Town Operational timing 8:00 hrs No AM/PM given	Non Professional			No		CPD 2931/2010		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity of tanker						None		
22	Chakra - II Hydrant Plot No.606, Near Maria Medical Centre, Korangi No.2, Chakra Goth, Karachi	Non Professional I.	03	01	No		Suit no 432/2013		Copy of Contract. List of ownership of Tankers. Registration no. of tankers. List of Tankers showing Capacity		Rs. 158/- ptg in 2010 350/= Ptg As per September 2013				No		1) Korangi 16000 Road Hydrant 2) Manzoor Colony Hydrant



absence of emergency response systems, use of labour not covered by social security schemes, corruption and incompetence of the labour departments, greedy and exploitative factory owners, absence of safety inspections, violation of health and safety laws, non-existing evacuation mechanisms, non-identification of hazards and lack of safety training. However what is not so obvious is the total absence of even a very rudimentary health and safety system in both these factories.

The worst case scenario would be if both countries fail to learn any lessons from these tragedies and simply hope that nature will be kinder next time. Pakistan seems to have already fallen into this

trap. A number of politically correct statements, multiple compensation packages and promises for high level inquiries is all that is needed to conclude and forget a calamity born out of criminal negligence and immoral exploitation. One hopes that the Rana Plaza would be a different story and result in Bangladesh conducting a nation-wide re-engineering of its health and safety laws and systems.

It is a constitutional responsibility of the state to create and implement laws and systems that protect the health and safety of people at work. The employers too, at least in three different ways are responsible for the safety of their staff. They owe a vicarious liability if one employee injures

another, a statutory liability imposed by the law of the land and a personal duty under the common law to take reasonable care to prevent harm or injury to employees at the work place. Finally it is for the state to develop mechanisms and to ensure that employers protect the health and safety of their employees - through safe working conditions, provision of training, developing emergency response systems, using safe machines and equipment, following defined procedures and practices and complying with other safety requirements specified by the law.

Pakistan and Bangladesh can move forward by recognizing that the Baldia Factory and the Rana Plazas will continue to happen



unless they develop in their respective countries, statutory and administrative mechanisms to ensure health and safety at all work places. The existing requirements for safety are largely obsolete, inadequate and for most part non-existent. The existing safety enforcement mechanisms are corrupt, incompetent and dysfunctional. Hence there is a need for the two countries to create their respective national statutory bodies for establishing and enforcing Occupational Health and Safety standards and systems.

Typically a national Occupational Health and Safety (OHS) Authority derives its legitimacy and support from three sources. An Occupational Health & Safety Statutory Act, OHS Operational

Regulations and the supporting Reference Codes and Standards.

As an illustration, consider the example of the Canadian Labor Code (R.S.C., 1985) which is the primary statutory document for Occupational Health and Safety. It lays down requirements for OHS that must be complied by employers, employees and government functionaries. It makes it obligatory for employers to pro-actively identify hazards and institute preventive measures to eliminate or reduce risks. The operational details for application, installation, operation, maintenance, inspections and records required by the statutory requirements are described in Canada Occupational Health and Safety Regulations (SOR/86-304). The Regulations in turn refer to

Standards and Codes (such as B51-97, Boiler, Pressure Vessel, and Pressure Piping Code) that provide specifications for the correct methods and materials used in products, buildings or processes. Most western countries have adopted this three tier system for establishing and managing their OHS systems.

As I write these lines, I see on my television screen at least five persons tumbling to their death after jumping from the seventh floor of the burning LDA plaza at Lahore. Clearly Pakistan learnt no lessons from the disaster that destroyed the Baldia factory. Can one hope that Bangladesh will lead the struggle for work place safety in this region?





SHEHRI CURRENT PROJECT UPDATES

(Freedom of Information Project)

Capacity Building Workshops on FOI (Freedom of Information) with Students / Civil Society & Citizens (Schedule)



Training Workshops

A critically important component of this project is the capacity building of relevant government/non government organizations, service providers and Students of different universities (youth) on the topic of FOI in general and the FOI Ordinance in particular so that

they are better equipped to appropriately demand for information of public importance. In this regard, four **Training and Capacity Building Seminars** were organized and held successfully with the students and other groups mentioned in the table below The participants were informed comprehensively about the project and the relevant aims and objectives of the project's capacity building component.

Mr. Naeem Sadiq the Volunteer Trainer, Mr. Sameer Hamid Dhodhy Chairman Shehri and Dr. Gardezi. They briefed the participants on the format and contents of the training program. Moderators informed them about the FOI legislations that comprise laws guaranteeing access to data held by the state and their status at the national and provincial levels.

They discussed separately the 'process' - one, till the filing of the application and two, as to what happens after the application is filed according to the stipulations laid down in the Ordinance.

In the training workshops which were co-moderated by

Training and Capacity Building Seminars			
Date of Seminar	Venue	Participants Background	Total Participants
20-03-2013	IBA Main Campus Karachi University	Students	56
28-03-2013	IBA City Campus Karachi	Students	48
30-05-2013	IEP Opp Hotel regent plaza. Karachi.	PAWLA(Pakistan Women Lawyers Association)	33
13-06-2013	PILER office Gulshan-e-Maymar. Karachi	PILER (Pakistan Institute of Labour Education & Research). Representatives and Researchers.	36

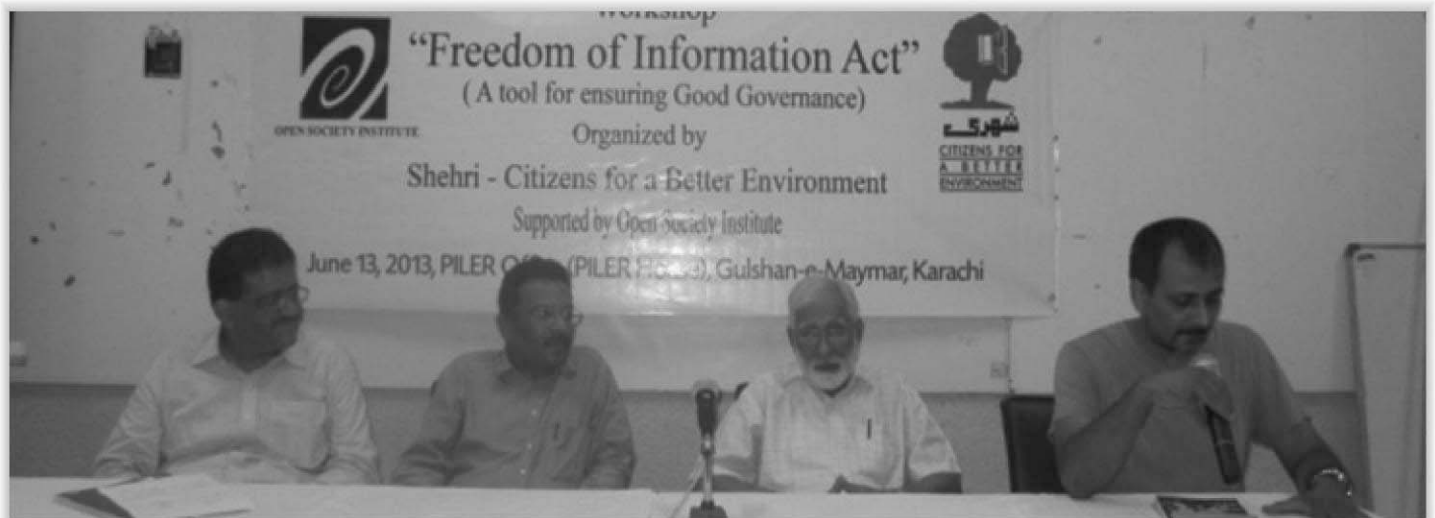


Workshop with PAWLA

On these occasions, a comprehensive **Toolkit - Your Right to Know** - documenting the process and related details of the FOI Ordinance, prepared by Shehri-CBE was distributed among the participants. The participants appreciated Shehri-CBE's efforts and assured of their supportive role in better implementation of the FOI Ordinance.

Strategic Litigation

Strategic Litigation has been filed with the honorable high court of Sindh against the current status of FOI law not being exercised by any means of constitution where the citizen are not getting the information in 21 days rather it goes for months and months, as mentioned but not practiced by constitution that citizen must get information in 21 days, so if the constitution is not being respected than there must be some legal action proposed under the said situation. 📍





Workshop with PAWLA



Workshop with IBA students



NED PROJECT

January 2013 - June 2013

Activities During The Period

This is the report being submitted for the one year project "National Project for Participatory Citizen-

Policy reforms". In the current quarter, four (04) workshops relating to Module 1 and Module 2 were held in the cities of Karachi and Quetta. Officers and staff of various cadres from Baluchistan

discussions (FGDs) held among police personnel in Karachi and Quetta. In addition, five (05) letters regarding the Annual Confidential Reports (ACRs) of police personnel were sent to Inspector General of Police (IGPs) of four provinces and Islamabad. Following is the detail of letter.

Letters to Inspector General (IGs) Regarding Annual Confidential Reports (ACRs)

There was growing discontent shown by the police personnel during trainings, regarding the delay in ACRs by senior officials due to non-interest; resulting in delay of promotions. In light of these complaints Shehri-CBE



Police interaction for improved Policing of human rights violations and advocating Police

Police and Sindh Police participated in the sessions. There were two (02) focus group





dispatched letters to the IGs of four provinces and Islamabad. The letters requested the respective offices to facilitate the ACRs of police personnel, as this was also a legal requirement for the department. Except the IG

office of Islamabad none of the four provinces responded to this letter. The reaction from Islamabad Police was not positive and they discontinued their support to the current initiative. Efforts are being made by Shehri

to engage the Islamabad Police but Shehri sees the "ruffled feathers" as a success of the police reforms work.





VIEW: of interference

By Gulmina Bilal Ahmad

Police in Pakistan have always been considered as an organization surrounded by controversies and allegations.

Today, I write about outsourcing of a different kind. Over the years, with the mushrooming of non-governmental organizations, governance it seems has been outsourced to NGOs. On any given day, hotels are booked by NGOs conducting 'capacity building workshops' for government departments. Be it the finance ministry, civil defence, human rights ministry or the police. Let me take up the last.

The police operate as a force to maintain law and order. In the now obsolete Police Order 2002, it was considered a service to provide security to citizens. While some may dismiss it as mere semantics, there is an important difference between being a force and service. What kind of mindset the police has is also directly relevant to the question of whether it is a force or a service and what its purpose should be. Given that legally today it is still a force, citizen groups engage

with police to conduct trainings on human rights. Over the years, a number of NGOs have engaged with the police all across Pakistan with some reasonable results. The establishment of human rights desks in Islamabad is the result of one such effort, facilitated and supported by the Islamabad police department. Training and development of police is the responsibility of the police department. However, due to lack of funds and resources it has failed to do so. In such a scenario, non-governmental organizations have assumed the role of providing training to policemen from across the country on human rights, constitution and even on amendments in the constitution, which police personnel should be aware of.

However, it seems that while NGOs can conduct human rights training for police personnel, something which the department should do, NGOs cannot address the elephant in the room: police reforms. While police personnel from Balochistan, Punjab, Sindh, the federal capital and Khyber Pakhtunkhwa can be hosted by



NGOs in hotels, senior officers can distribute certificates to the participants of NGO-conducted workshops, it is tantamount to 'interference in the internal affairs of the police department' if citizens pinpoint that reforms in the police service, structure and performance are needed. Let me also pinpoint that this 'interference' is considered unacceptable if taxpaying citizens do it. However, political interference for postings of even head constables, of course, is not considered interference. Attempting to engage with senior police officers for the welfare of



junior police personnel apparently is.

Police in Pakistan have always been considered as an organization surrounded by controversies and allegations. There are very few individuals and organizations that seek to bridge the trust and communication deficit between citizens in uniform and without. In fact, let me go as far as concluding on the basis of my experience of working on the issue of police reforms for so long and having conducted numerous civilian-police dialogue forums that there are very few who are willing to consider that the police is not a rogue force. There are not many who are sympathetic to the problems of the police. The few organizations that attempt to highlight the problems of the police department and, particularly, of police personnel in the media and at parliamentary committees, get support as long as they do not pinpoint to senior police officers the gaps in the management. Once they do so, apparently, it is interference.

All of us are evaluated, from the housewife whose family rejects the dinner she has prepared, to the bank manager whose senior writes a performance report. The police are no exception. The Annual Confidential Report is just that: to be submitted annually and

to be confidential. It is neither. The ACRs of many years are completed simultaneously after the person chases his superior officer all over Pakistan, usually accompanied by a 'small present'. Sadly, the process of handling of these ACRs is not only flawed but it also involves massive delays. This further leads to delays in promotions. This question was raised in almost every consultation conducted by an NGO with policemen from every corner of the country. It was further added that the process could be expedited by 'taking care' of the clerk in charge of these ACRs, who sometimes allows the respective policeman to fill his/her own report. The process is further delayed if the clerk does not 'cooperate' or if the senior is posted. This flawed process results in delays in promotions of thousands of policemen every year.

These ACRs should be completed every year in December. When citizens wrote to the police department reminding them of their duty in December, it was labeled interference. It was not interference in the affairs as long as the organization was advocating the rights of policemen. Interference it was not when the citizens' group ensured compensation for families of policemen who died in the line of duty. The organization was not

interfering when the group was pleading for respect for the sacrifices of police in harsh circumstances in front of the media and parliamentary groups. Then the officers agreed with and commended the efforts. However, when foolishly, the citizens group turned the gun around, pinpointing departmental mismanagement, it was considered interference. It was not meddling at all when the organization trained a total of 632 police personnel in six years, something that the department should have done but failed to do.

Interference perhaps needs to be defined in the light of the concept of citizenship in Pakistan. When subordinates tell their seniors not to ask them questions, not to evaluate their performance, there is something rotten in the State of Pakistan.



Shehri needs volunteers to work in the following areas

- Legal
- Media & Outreach
- Anti-Pollution
- Parks & Recreation
- Gun Free Society
- Conservation & Heritage
- Fund Raising





WHITHER LAW AND ORDER...

(Our survival)

By Danish Azar Zuby

DOWNWARD SPIRAL

The continuous downward fall of our country into a state of anarchy refuses to reach its climax. Our nation could not have been more humiliated than the recent series of 'Shia' community massacres. The Quetta bombing, the Abbas town blast, the murder of a doctor and his son. The daily cycle of target killing of several people in Karachi, does not even make headlines any more. In fact Karachi's terrorized folks have hundreds of tragic street crimes stories to narrate on a daily basis. No one seems to be in control, even the authorities appear to be awestruck and helpless. The level of shamelessness of the people who govern is unprecedented. If this is not a dysfunctional state, then what is?

ARE WE SICK?

We are all at a loss to comprehend such macro level 'lawlessness'. Let us examine a micro level aspect of this phenomenon. When I see a motorcyclist with his entire family, stacked on it precariously, jumping the red signal and to top it all, goes the wrong way, I think there is something really wrong in our social order and national psyche. Why do people risk the lives of their loved ones on a traffic signal? Why do we show so much contempt for the law? Is

it just the pressures of the uncontrolled urbanization or something else? I feel that this contagion of 'defying the laws' is a kind of cancerous sickness that has spread far and wide, in every aspect of our lives. I feel this to be one of the main reasons that everything seems to be spiraling out of control. This abhorrence of law has deeply criminalized our society. The natural outcome of this 'diseased mind set' has a variety of other pathological derivatives like nepotism, misuse of office/authority, strangulation of merit, corruption at every level etc. It is like a chain reaction that leads us to a situation where everything breaks down.

But this has not happened overnight, it is a result of continuous poor performance of law enforcing agencies and the Justice Department. We have come to a point that anybody can get away with anything. Right from petty offence of jumping the traffic signal, to organized crime, extortion, kidnapping, to industrialist who have their loans written off, are all but signs of the weakness of the "Law". It emboldens the criminal mind and they find it so easy to parade helpless naked women in village squares, give verdicts of rape, and maintain their own private armies/jails.

This has left the society



completely demoralized. The irony is that large portions of Law enforcing personnel have also joined the ranks of criminals and lawbreakers. Hence we all feel that the law is dead and the justice cannot prevail, so why respect the rules. This is a deadly vicious circle. We all behave like sick people.

The originators of Lawlessness In my opinion, this monster of Lawlessness is home grown. It is perhaps a complicated beast as it owes its existence to several factors and most of us can take a stab at explaining the reasons, but my contention is that the real problem lies in the fact that the people in position, wealth and power feel that they are above the law and therefore they should be given a preferential treatment. The VIP class is the biggest enemy of the Law. This is not unique and probably the oldest tale of the 'haves and have-nots' but today



it has gone totally awry. Over the decades it has been turned into a sophisticated art, as it has been systematically pursued by the upper classes. This is the foundation of downward spiral.

LAWLESSNESS TRICKLES DOWN

It has to be understood that the upper strata of the 'civilized', well-educated and the wealthy are in the forefront that make the mockery of laws while the lower classes only mimic them. This has produced a "VIP culture" and that is what cripples the entire body of the nation. The irony is that instead of combating this evil, it has been nurtured by all successive governments and the ruling elites. The statuette books are saturated with laws but the real problem is the implementation of laws. The law makers turn out to be the biggest law breakers of the country, and their precedence follows through.

The ordinary citizens openly show their disgust over law enforcing agencies deployment to protect the VIPS, the road blockings and their car-cades. They also know that the same VIPS patronize and harbor criminals. When they observe such criminal insensitivity among the leadership and those who guard the institutions, how many choices do they have? Either suffer or join them in the culture of 'lawlessness'. The recent cold blooded murder of Shahzeb, son of a senior police officer by some landowners' sons is an indication that this Frankenstein of 'lawlessness' will not differentiate

between the patrons and commoners, it will devour anybody that comes its way. Even the men in uniform will not be spared. Regardless of rank or position each one of us has become vulnerable.

IS THERE A WAY OUT?

I have painted a very bleak picture of our beloved country, but it is the culture of lawlessness that threatens our existence, sooner we realize this, the better. A majority of ordinary, normal peace-loving people exist- but like a hostage. They constantly live in misery and fear. It is rather strange that they have remained silent for so long. They are the victims of the systems. Because of the vicious circle of lawlessness they are helpless. Helplessness leads to yet more lawlessness. People do not turn to crime or lawlessness out of choice. It's the leadership that has failed the nation and perpetuated this atmosphere of anarchy.

Solutions come aplenty but only with a political will, not of the governed but by those who govern. At the moment it is like against the DNA of the elite leadership to change the status quo. Only a revolutionary change in the socio-political setup can bring about amend to this system. It would be rather foolish to blame one government or one party, or one group for our chaos but the last setup, pioneers of Wadera-culture proved to be the worst of the lot.

Supremacy of 'Rule of Law' is the keystone of modern society and that is not a rocket science. Will we see this revolutionary change? Can we have a government that is ready to set a new precedence where laws are equal for all? Will we ever have a party that will stand by the helpless masses? Our survival depends on Rule of Law applied equally to all, irrespective of status or position; otherwise I fear this spiral downwards can only lead to a disastrous conclusion.





KPT OFFICERS SOCIETY SCANDAL

By Khalid Yusuf

For the last 10 years those of us living in Karachi have driven by Mai Kolachi road to see a vast empty land space between the road and the lagoon, this land was reclaimed at great environmental cost for a highly controversial project known as the KPT Officers Society.

Decades ago the Karachi Port Trust, under a pre-Pakistan law that gave them the right to all land within a certain distance of the "high water mark". This meant that all coastal areas would be subject to KPT or Port Qasim ownership whereas the norm was that all land in the province was owned by the Board of Revenue. The KPT got the land allotted through some letters and official correspondence for a housing society for its officers, along the same lines as the DHA, KDA Officers Society and a host of other government departments that also issue plots to their employees/officers as part of the

benefits package.

The KPT went ahead and reclaimed close to 250 acres of land from the wetlands where once mangroves and flamingos used to be the norm. Now we had a 250 acre desert waiting for roads and infrastructure to be built. They issued the plots to their officers who promptly sold them in the open market where ready buyers picked them up, just like in any other society, including the DHA. The Board of Revenue sprang into action and took the KPT to court asserting its position that all land belongs to the Board of Revenue and KPT was required to lease it from them. KPT on the other hand asserted its position that the Board of Revenue had no claim and that



Figure 2 Outlined in red are the current boundaries of this housing society

location of the high water mark so that much of the property reclaimed would thereafter fall well beyond that mark, one can safely assume that legal principals and precedents were not the primary concern of the litigants.



Figure 1 Located right in the center of the city between Clifton and Queens Rd (Lalazar), this land is worth billions

they were entitled to act as the owner of all land within roughly 50 yards of the high water mark. Never mind that reclaiming the land would change the

The courts decided that a "third party interest" had been created; meaning that the ordinary and innocent public that now owned those plots should not be made to suffer because of a dispute between these two parties. The decision of the court was that the society should continue its infrastructure development so that delays do not escalate the cost of the same and bring the entire housing society into difficulties. The KPT Officers Society had their maps based on which plot owners bought those plots, so they had also developed an infrastructure plan for which they issued public notices (tenders). The Society decision

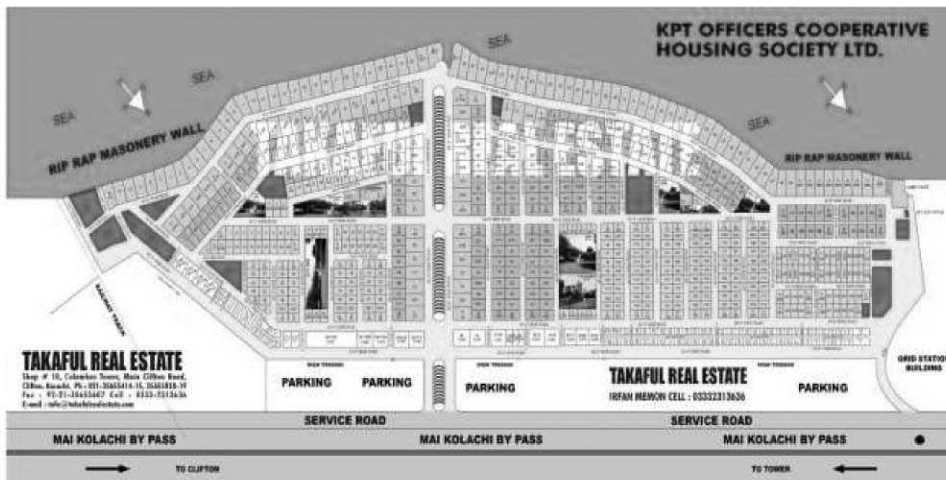


Figure 3 The old map of the Society. New plots to be issued from reclaimed land and a new map once again

makers, a closed group of unelected (elections are required by law) office bearers, asked bidders to place a value on the commercial plots falling within the society on main Mai Kolachi road. The bidders were also required to bid on the construction cost of the infrastructure works required for the housing society. The bidder offering the highest value for the commercial plots and the lowest bid for the development of infrastructure was to be the winner. The winning bidder in this case, almost 10 years ago, offered close to PKR 40,000 per square yard for these commercial plots, which was the highest, and his was also the lowest cost infrastructure. Reports from people involved say that he was not the "favorite" and was in fact an outsider who jumped into a bid that was supposed to be coordinated and he ruined the game plan for the insiders. They tried their best to pressurize him (the winning contractor) to withdraw but he stood his ground and threatened to take the matter

to court.

Upon securing the bid, the contractor began his work but constantly ran into difficulties due to one reason or another, with the consequence being that work actually never took place to any significant extent. For years upon years the project remained in the doldrums and the KPT Officers society ring leaders neither developed the infrastructure, nor did they pursue the court case with the Board of Revenue

effectively...they simply let the project remain in the state of stalemate. Every once in a while rumors would emerge about some progress causing the prices of plots to skyrocket, and once the rumors faded into disappointments the prices returned to their depressed levels. There was most definitely inside trading going on and some very well known businessmen of Karachi have been known to buy and sell large numbers of plots and move the markets for this prime-ly located housing society.

The contractor who won the bid to develop the infrastructure has remained the same the entire time, and it is his risk to develop the infrastructure at the cost he originally bid... not accounting for any delays caused by the management of the KPT. This put the KPT ring leaders in a bind. The prices of plots rose from PKR 40,000 per yard to many hundreds of thousand per square yard, while the delays were caused



Figure 4 Boat Basin will be choked after further reclamation at KPT Officers Housing Society



almost exclusively by the KPT...thus, not only did the contractor gain a staggering sum in the increased value of those commercial plots, but the KPT Officers Society is on the hook for hundreds of millions in charges caused by delays and escalation in the construction cost of infrastructure...which was their fault.

What is also interesting is that this housing society is a Registered Cooperative Housing Society, which must abide by the laws pertaining to housing societies. This is not the KPT anymore, this is a separate entity formed originally by the KPT, but having its own separate legal standing and compulsions. One of those compulsions is the requirement for an election of the representatives of this housing society. Over the last decade the same and the few chosen ones have remained in those seats and

have not once held elections, not once sent any information or required notices to the plot owners in this Registered Cooperative Housing Society. A multi-billion rupee land scam in the heart of Karachi is being openly controlled by a handful of unelected individuals for the last decade and not a soul in the media or civil society or even the housing society itself has uttered a word. There is no doubt that this reflects a collective failure by us all.

Sometime in March 2013 the Housing Society finally decided to settle out of court with the Board of Revenue. With the settlement being announce privately and the public knowing it has happened, prices of these plots again skyrocketed by almost 70% from March to June. The infrastructure work took place at a relatively slow pace for such a large project which would

ordinarily be working at a minimum of 10 times the pace with 10 times the machinery. The problem was that the Society had to raise more funds to pay for its blunders. They had quietly been changing peoples' plot sizes, rearranging the society and doing everything possible to squeeze out more plots which they could quietly sell to raise money for themselves and for the infrastructure work. Every few months one could see more changes on the plans for this project with more plots showing up in each row and new rows being created wherever there was any remaining space.

On the 1st of June 2013 they started taking the boldest step in years. Since the Board of Revenue had now settled with them out of court, they could be sure that if they were to reclaim more land from the sea that this government department would be unlikely to challenge them. They had already found media, civil society and the owners of plots in this housing society to be complacent so of course this was the next logical step. After 10 years of waiting and the infrastructure work finally starting to take shape and the court case finally settled, the plot owners thought they may finally get to build their family homes and settle in to their long awaited new neighborhood. Representatives of this housing society and the insiders at the KPT Officers Housing Society doubled down and again started reclaiming more land to create new rows of plots. This would





again mean years of delays and a near certainty that this action would be challenged by groups such as Shehri if they got wind of it. They did not carry out any environmental impact assessment, they did not issue any public notices, they obviously cannot have permission to destroy the mangroves they are currently chopping down with heavy machinery....yet, and they went ahead and did it anyway on a Saturday with work continuing well into the night. From morning till late night they had already made significant breaches and they have changed realities on the ground as far as reclamation goes...they already done it in many parts thereby making it difficult to stop it half way without now causing another major problem. They are now in the process of reclaiming another 400 feet of sea all along the many kilometers this housing society extends along Mai Kolachi. All mangroves along this entire stretch are being cut down and since it is far away from the main road, the public cannot see it happening. To reclaim land from the sea one carries out hydrological studies to see what impact it will have....obviously this was not done as part of this cover operation. Anyone can see that by extending the coastline even further that the small bay in front of boat basin where there is a new park will not be able to drain its water and will become an even worse sewage disaster than it currently is. Of course, since the KPT now feels it can reclaim any land without public

input may just go ahead and fill that up also and make yet another housing society...someone must put a stop to this!

Below are photos taken on 1st June 2013 as heavy machinery is cutting away the mangroves and more land is being reclaimed from the salt water lagoon (inlet) in the center of Karachi. The recommendation as to how to deal with this scandal is simple. This is a registered cooperative housing society and is bound by the laws regulating the same. They have never held elections and they have never involved the owners of these plots in this cooperative housing society. Action must be taken to immediately suspend the current office bearers, to demand the accounts and records since inception of this housing society, and to hold elections to replace them as soon as possible. A public notice should be placed in the newspapers inviting all plot owners to come and participate

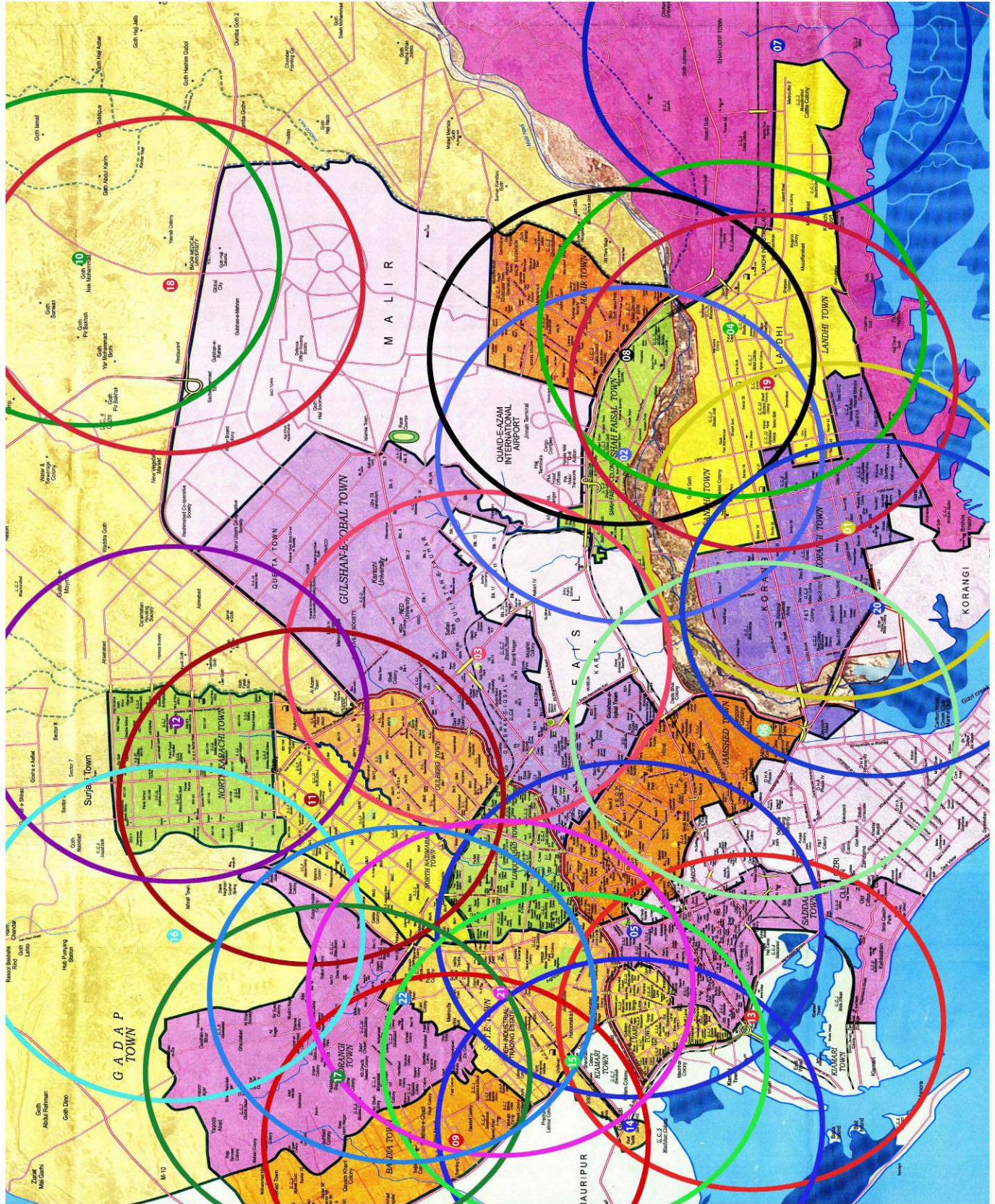
in electing their representatives who will hold the offices of this registered cooperative housing society. Clearly all plot owners have been mistreated, including the author of this paper who himself is a plot owner as of the last 8 years. We have never been sent a single notice, we have never been told when the elections are, we have been made to wait for almost a decade while the insiders made hay with this multibillion rupee project. A simple democratic change will bring all this mismanagement to a stop.

What is needed is ownership from political forces. Who will pick up where ordinary citizens such as being trampled upon by vested interests that collude at the highest levels and with all the resources of the state's machinery. However, since sunlight is indeed the best disinfectant, no amount of chicanery or manoeuvring will be able to save the corrupt elements that can only function under the cover of silence.





Hydrants Territorial Jurisdiction Overlapping - allows water to be sold in other places



Continued on Page 8



ABOUT

Shehri - Citizens for a Better Environment is a Karachi-based voluntary advocacy group established by concerned citizens in 1988 to project their apprehensions about the deterioration of the environment.

Shehri focuses on issues relating to the built and natural environment. There is a special emphasis on tackling illegal construction and zoning violations, and their related symptoms, e.g., pollution, traffic congestion, drainage, encroachments, parking unavailability, overloaded utilities and infrastructure, law and order issues. Shehri monitors the regulatory bodies and government agencies, and encourages civil society to do the same.

SUCCESSES

Demolition of Glass Towers illegal encroachment on the notified road-widening of Clifton Road. This action saved the road from being constricted.

Saving of 480-acre Gutter Baghicha Park on Manghopir Road. This is the largest open recreational space in a low income congested area of approximately one million inhabitants and is the lungs of Lyari.

Saving of 62-acre Kidney Hill Park in Karachi Cooperative Housing Society Union inclusive of 18-acre notified KWSB installations.

Establishment of the Overseer Committee of the KBCA and a Public Information Counter.

Halting commercialization and sale of 11 KTC and 15 SRTC bus-depot plots in Karachi and Sindh. Today these plots are to be used by the CDGK for intercity bus terminals and other related

transportation activity, removing illegal bus terminals from the public roads..

Saving (Makro) Webb Ground Playfield in Lines Area, Karachi.

Demolition of apartment structure Costa Livina in amenity Bagh-e-Ibne-Qasim, Clifton. This action stopped similar illegal allotments. CDGK has now developed the park.

Preventing commercialization of Doongi Ground park/playfield in Lahore

Reducing, as part of Lahore Bachao Tehrik, the amount of damage



from Canal Bank Widening Project

Reaffirmation of seismic building code in Quetta

Training 1238 (Approx) police officers all over akistan on participatory citizen-police interaction, human rights violations and police reforms.

Over the years, Shehri's expertise has been recognized by superior courts and it has been called as amicus curiae (friend of the court) in cases dealing with built environment violations.

OBJECTIVES

Establishment of an aware and pro-active civil society, good governance, transparency and rule of law

Promotion of research, documentation, dialogue with and influence of public policies

Setting up an effective and representative local government system, e.g. capacity building and training

Preparation of a representative Master Plan/Zoning Plan for Karachi city and effective implementation of the same.

Observance of basic human rights in society.

HOW IS SHEHRI RUN?

A volunteer Managing Committee, duly elected by the General Body for a term of two (2) years, thereby functioning in an open and democratic manner. Membership is open to all who subscribe to its objectives and memorandum.

Shehri
needs
volunteers
to work in the
following areas

- Legal
- Media & Outreach
- Anti-Pollution
- Parks & Recreation
- Gun Free Society
- Conservation & Heritage
- Fund Raising

