



No. PPRA/AP-51/2025
Government of Pakistan
Public Procurement Regulatory Authority
(Appeal & Review Petition Secretariat)
1st Floor, FBC Building, G-5/2, Islamabad
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ORDER

M/s Mutahir Metal Works (Pvt.) Ltd.

...the "Appellant"

Vs.

Islamabad Electric Supply Company (IESCO) and Others

...the "Respondents"

<u>Dates of Hearing</u>	
01.04.2026	Mr. Muhammad Hanzala (Counsel), Mr. Alam Zaib (Counsel / Associate), Mr. Anwar Jamal (AHC / Associate), Mr. Usman Iqbal
16.03.2026	
19.02.2026	
	<i>(On behalf of Appellant)</i>
	Mr. Asif Khan, ASC, Mr. Masood Ahmed Burza, Director Procurement (IESCO), Counsel, Mr. Mahmood Ul Hassan, AD Procurement (IESCO)
	<i>(On behalf of Respondent i.e., IESCO)</i>
	Mr. Muhammad Awais (Manager Project), Syed Hassan Salman, Mr. Shakil Malik (BDM)
	<i>(On behalf of Respondent No. 04 i.e., Transmark Int'l)</i>
	Mr. Khurram Ejaz (Director), Mr. Muzaffar Islam, Mr. Shahzad Hafeez
	<i>(On behalf of Respondent No. 05, i.e., Al-Khurram Associates)</i>

APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004 AGAINST THE DECISION OF THE IESCO-GRC DATED 24.11.2025, REGARDING THE TECHNICAL EVALUATION REPORT DATED 10.11.2025 OF TENDER NO.PMU/GOODS/NCB-259 FOR SUPPLY OF 132KV D/C STEEL POLES SPA

The Authority received an Appeal filed M/s Mutahir Metal Works (Pvt) Ltd., through its authorised representative

Mr. Usman Iqbal Bhatti “the Appellant” on 18.12.2025 under Rule 48(7) of the Public Procurement Rules, 2004. The Authority on receipt of the Appeal issued notices to M/s Muthir Metal Works (Pvt.) Ltd. (“Appellant”); Islamabad Electric Supply Company (IESCO), through its CEO, Islamabad; Chief Engineer (Development), PMU, IESCO, Islamabad; Convenor GRC / Chief Engineer (P&E) IESCO, Islamabad; M/s Transmark International (Pvt.) Ltd. Lahore; & M/s Al-Khurram Associates (Pvt.) Ltd. (the “Respondents”), wherein it was directed to appear in person or through their nominated representatives or Counsel before the Authority on the abovementioned dates of hearing(s) before the Appellate Committee in the Committee Room of Public Procurement Regulatory Authority (PPRA).

2. On the said dates of hearing(s), the representatives of the parties, i.e. M/s Mutahir Metal Works (Pvt.) Ltd. “Appellant”; IESCO, M/s Transmark International (Pvt.) Ltd. & Al-Khurram Associates (Pvt.) Ltd. “Respondents” appeared before the Committee and presented their arguments at length. The Respondents provided written arguments to the Committee.

3. The representative of the Appellant submitted that the Appellant participated in IESCO Tender No. PMU/GOODS/NCB-259, for the supply of 132 KV D/C Steel Poles SPA and Allied Accessories. The technical bids were opened on 28-08-2025, and in the Technical Evaluation Report

uploaded on the EPADS dated 10-11-2025, the Appellant along with four other bidders participated. IESCO in Technical Evaluation Report wrongly declared Respondent No. 4 & 5 (M/S Trans mark International and M/s Al-Khurram) as technically responsive. The Appellant being an aggrieved bidder, files a detailed grievance dated 13-11-2025 under Rule 48 (3) of the Public Procurement Rules, 2004, highlighting that the bidder's M/s Trans mark International and M/s Al-Khurram Associates did not meet the mandatory qualification criteria. The Appellant was called for a personal hearing before the IESCO-GRC on 24-11-2025.

4. The representative of the Appellant further submitted that the GRC, vide its impugned minutes dated 24-11-2025, rejected the Appellant's grievance with a one-line, non-speaking order: "After detailed discussion, the GRC rejected the grievance of M/s Mutahir Metal Works (Pvt) Ltd.". Further submitted that Rule 29 of the Public Procurement Rules, 2004, mandates the procuring agency to establish a definitive evaluation criterion. Rule 30 imposes a mandatory duty to evaluate bids strictly in accordance with that pre disclosed criteria. The BDS clause 2.3.2 explicitly requires the manufacturer to demonstrate "three years satisfactory operational performance of the offered equipment". The term "offered equipment" unequivocally means the specific 132 KV SPA-type poles for which the tender was called, as per NTDC specification P-163:83. The Respondent Bidders No. 4 & 5 and

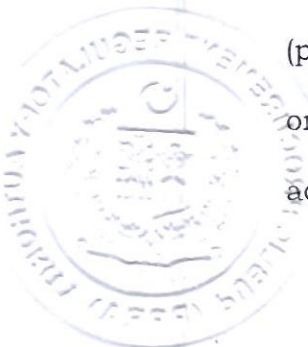
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their manufacturers have never supplied these specific SPA-type poles in Pakistan or elsewhere. It is an impossibility for the said bidders to possess or provide a performance certificate for three years of satisfactory operation for the offered material. By declaring them responsive, IESCO has acted in direct contravention of Rules 29 & 30 of the Public Procurement Rules, 2004.

5. The representative of the Appellant further averred that mandatory performance criteria (BDS 2.3.2) cannot be relaxed or waived. If a bidder/manufacturer has no record of supplying the specific tendered material (132 KV SPA Poles), they are per se non-responsive. The concept of “Educational Orders” under NTDC SOPs is introduced for new bidders / manufacturers, moreover, bypassing fundamental qualification requirements for bidders proposing a manufacturer who lacks the specific, mandated performance history. Allowing such bidders to qualify renders the pre-qualification criteria meaningless and defeats the objective of ensuring quality and reliability in Public Procurement.

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6. The representative of the Appellant further contended that in a similar case (PESCO Tender No. 27), the same manufacturer, M/s Jiangsu Milk way Steel Poles Co. Ltd. (proposed by Respondent No. 5), was declared non-responsive on the identical grounds that it “failure to furnish an acceptable type test report and verifiable performance /

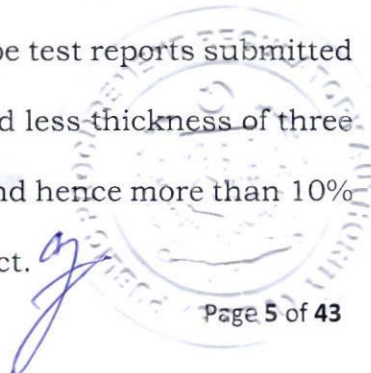


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experience as per tender condition". This decision was upheld by the PESCO GRC and subsequently by this Authority (PPRA) in Appeal No. PPRA/AP-23/2025. Further added that BDS Clause 2.3.2 requires successful completion of at least two contracts for material of the "same nature/type," defined as having complete characteristics / features. The SPA-type poles have unique, Pakistan-specific characteristics. Respondent Bidders No. 4 & 5 have provided no evidence of any contract for SPA-type poles. That both bidders have offered SPA-type poles of excessively low weight than those already approved and purchased by many DISCOs and IESCO itself. That manufacturer of Respondent No. 4 has no type tests for the offered poles, proving they have never manufactured or supplied them.



7. The representative of the Appellant further submitted that the manufacturer of Respondent No. 5 recently performed type testing of SPA-type poles, proving that these poles were never manufactured and supplied by before and have no satisfactory performance history duly required as mandatory condition of the bidding document. Further highlighted that the type test reports submitted by the Respondent No. 5 are not for SPA-type poles that were already approved, accepted and purchased by IESCO itself. The type test reports submitted are of a pole which has less lengths and less thickness of three sections of the pole to make it whole, and hence more than 10% less weight; means poor quality product.



8. The representative of the Appellant further submitted that on the critical term “offered equipment” (interchangeably referred to as “offered material” in procurement parlance), as enshrined in BDS Clause 2.3.2 of the Bidding Documents, which mandates “three years satisfactory operational performance of the offered equipment”. This clause lies at the heart of the Respondents non-compliance and the GRCs arbitrary rejection. Further added that under the Public Procurement Rules, 2004, particularly Rules 29 and 30, “offered equipment” unequivocally denotes the specific goods, materials, or equipment proposed by the bidder in direct response to the procuring agency’s tendered requirements. It is not a generic or interchangeable term but one tethered to the technical specifications outlined in the bidding documents (e.g., NTDC specification P-163:83 for 132 KV SPA-Type poles). Further averred that the bidder must furnish irrefutable evidence that the offered equipment, precisely the 132 KV Double Circuit Steel Poles of SPA-type has undergone three years of satisfactory operational performance in comparable conditions.

9. The representative of the Appellant further submitted that the “extent” of compliance with BDS 2.3.2 extends beyond mere certification; it demands verifiable operational date (e.g., site installations, maintenance logs, and third-party validations) for the exact offered equipment. Respondents No. 4 & 5 manufacturers (M/s Jiangsu Milk way Steel Poles Co.

Ltd. for Respondent No. 5) have adduced no such evidence for 132 KV SPA-type poles, rendering their bids per se non-responsive. The “comparable characteristics” under BDS 2.3.1 must mirror the tendered SPA designs specificity, slopping arms, anti-corrosion coating, and seismic compliance along with other physical characteristics like length, thickness and weight. This rigor is not discretionary; Rule 29 requires “definitive criteria”, and any ambiguity in proof of offered equipment performance must favour disqualification to safeguard public interest. Further added that the Respondent No. 4 manufacturer lacks type-test reports for SPA poles, confirming zero prior production of the offered equipment, failing BDS 2.3.2 operational performance threshold.

10. The representative of the Appellant further submitted that expanding offered equipment to encompass unproven substitutes denies the Appellant’s right to a level playing field. A lax reading of “offered equipment” erodes PPRAs economy objective (Rule 4), inviting inferior materials that compromise grid reliability.

11. The representative of the Appellant further submitted that M/s Al-Khurram Associates Private Limited (FBR Registration No. 9683819) deliberately submitted fraudulent audited financial statements and misrepresented its annual turnover to meet the mandatory eligibility criteria. Specifically, the bidder submitted financial statements for tax years 2022

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and 2023 showing sales of PKR 324,205,862 and PKR 439,274,380 respectively, which in fact belong to a separate legal entity (Al-Khurram Associates AOP), FBR Registration No. 7386811. The actual FBR recorded sales for the AOP entity for those years are PKR 16,729,367 and PKR 37,900,688 respectively. The bidder also falsified its year of incorporation as March 1990 and claimed completion of NTDC Contracts in 2017, despite being incorporated in April 2022. The bidder was actually registered with FBR for sales Tax in January, 2024, and does not have any legitimate business record before Tax year 2023-24. It could not satisfy the tender requirements of Average Turnover for the last three years.

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12. The representative of the Appellant further contended that Transmark International Pvt Limited submitted audited financial statements and turnover figures that are substantially inflated compared to its actual FBR records. The submitted average annual turnover is nearly double the actual verified FBR average. This material misrepresentation of financial capacity violates the principles of transparency and honesty in Public Procurement under PPRA Rules. Further added that M/s Al-Khurram Associates / Al-Hussain Group has already supplied 94,180 Kg underweight steel tubular poles to IESCO in tender no. 156-R, 157-R, 158-R causing embezzlement of PKR 130 million. The same persons behind M/s Al-Khurram Associates (Pvt) Limited, through their sister concern M/s Al-Hussain Traders, supplied 189 poles to IESCO.

Actual weight received: 824,220 kg. Required weight as per IESCO approved drawings of other qualified manufacturer: 918,400Kg. Shortfall: 94,180 Kg; 95 tons of steel missing. Financial loss: PKR 130,000,000 in one consignment alone. Further highlighted that in above mentioned tenders, Al-Hussain Traders declared M/s Jiangsu Milky way Steel Poles Co. Ltd as manufacturer and furnished "fresh authorisation from the concerned manufacturer" as per clause 2.3.1 (b), contractual experience, from the same manufacturer, but actually shipped the poles from M/s Suzhou SPIW Electric Power Development Co. Ltd, a completely different, untested, and unqualified entity.

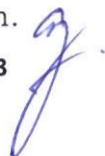
13. The representative of the Appellant further submitted that the Appellant had earlier filed a grievance before the Grievance Redressal Committee (GRC) of Respondent No. 1, which was decided vide order dated 24-11-2025, aggrieved thereby, the present appeals were preferred within the statutory period, along with memorandum of appeal and supporting documents. Further submitted that certain additional documents/evidence annexed with the memorandum of appeal at the time of filing, could not be produced before the GRC despite exercise of due diligence. These documents were either not within the knowledge of the Appellant or could not, after due diligence, be obtained prior to the GRC proceedings and decision. Further submitted that the Respondents have raised objection that the additional evidence



were neither raised before the GRC nor formed part of the GRC complaint, and therefore, cannot be considered by this Authority. The said objection is wholly misconceived in law for the reasons set out hereinafter. That Order XLI Rule 27 CPC empowers the Appellate forum to permit/consider additional evidence where the appellate court / authority requires the evidence to pronounce proper judgment, or for any other substantial cause. These principles apply to PPRA appeals in view of their quasi-judicial character, the overriding objective of fairness, transparency, and eradication of fraudulent practices in public procurement. Judicial precedents affirms that additional evidence and grounds may be entertained when material was unavailable earlier despite due diligence and is essential for justice, especially in cases involving fraud or misrepresentation. Fraud vitiates all solemn proceedings and cannot be shielded by procedural technicalities.



14. The representative of the Appellant further submitted that the additional evidence (already on record as filed with the memorandum of appeal and marked as Annexures K, L, M) comprises documents procured subsequent to the GRC decision through legitimate independent sources (including FBR verifications and correspondence from relevant DISCOs). Their inclusion satisfies Rule 27 of Order XLI CPC, as they could not be produced before the GRC even with due diligence. Their consideration is further warranted under clause (B) to enable this Authority to arrive at a just and informed decision.



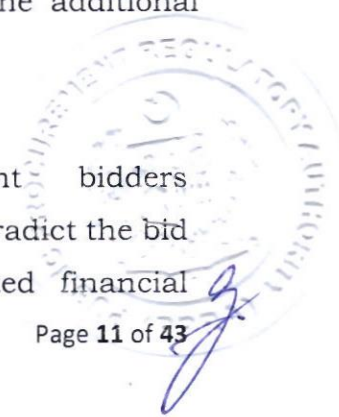
Further submitted that certain critical facts embodied in the additional evidence, specially, the misrepresentation of different entities and financial misrepresentation (submission of inflated / fictitious sales figures and financial statements belonging to different entities or periods) were disclosed after the pronouncement of the impugned GRC order. It is precisely for this reason that the said objections and issues could not be raised before the GRC; the relevant evidence and verifications were not available to the Appellant at that stage despite due diligence. That the additional evidence is of great importance for the proper adjudication of the present appeal. Public Procurement under the PPRA regime is fundamentally aimed at securing value for money in the expenditure of public funds. A bidder who engages in misrepresentation of material facts to secure a contract cannot be regarded as a responsible or trustworthy user of public money. Such conduct undermines the core principles of economy, efficiency, and integrity that govern public procurement.

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15. The representative of the Appellant further submitted that the additional evidence prima facie established misrepresentation by the Respondent bidders, constituting fraudulent practice under the PPRA regime. The additional evidence demonstrates the following:

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1. Financial Misrepresentation: Respondent bidders submitted FBR sales tax returns directly contradict the bid submitted Forms (Fin 1 & 2) and audited financial





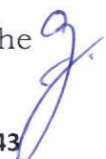
statements. This deliberate misrepresentation was intended to secure undue contract award and avoid disqualification, falling squarely within fraudulent practice. Comparable instances have led to rejection by other DISCOs.

2. Misrepresentation regarding performance certificates from end users: Respondent bidders furnished end-user performance certificates but issued by parties / companies which are not end users. This was done to mislead the procuring agency and obtain qualification which he never deserves.

16. The representative of the Respondents (1-3) submitted that the instant appeal is not maintainable in the light of dictum laid down by the honourable Apex Courts in which it has clearly been held that the PPRA cannot assume jurisdiction if the matters of technical requirements and specification of a product which has been finalized after thorough analysis and deeper study of the requirements and specifications of the material and project. Further added that the instant appeal is not maintainable because the whole case of the Appellant is based on a Clause BDS 2.3.2 which is non -existence and on the basis of such concocted clause the appellant is twisting the facts and trying to mould the criteria and stance in his favour according to his wishes and whims which is even neither provided nor permitted under the law.



17. The representative of the Respondent further submitted that the instant appeal is not maintainable because if the

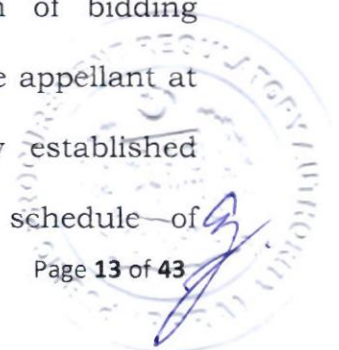



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appellant had any objection or reservation about the bidding criteria so the same could have been assailed in the light of rules and regulations before participating in the bidding process which has not been done at that time therefore is not permitted under the law to assail the same at this stage when it has been established that the Appellant could not meet the applicable criteria, requirements and also requisite expertise hence instant appeal is not maintainable. Further contended that the Appellant has levelled baseless allegations against Respondent No. 4 & 5 and sought the relief against them through instant appeal which is even cannot be granted through instant appeal because it has been upheld by the honourable apex courts through various judgements that if a thing cannot be done directly so the same also cannot be done indirectly.

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18. The representative of the Respondent further submitted that according to dictum laid down by the apex courts, this forum lacks jurisdiction to make or object upon the criteria and also dictate the procuring agency about the specification and technical condition of the equipment required by the procuring agency. Further added that the bidder baseless accusation regarding wrongly declared respondent no. 4 & 5. Bids of respondent were evaluated as per set forth of bidding document (which has never been assailed by the appellant at relevant time), both respondents successfully established qualification criteria of bidding document, schedule of



 technical requirement and no deviation from GCC and SCC conditions, therefore, procuring agency declared responsive bidders. Further added that the Respondent No. 3, despite PPRA Rule 48(6) (authorise Grievance Redressal Committee) to investigate and decide the grievances of the contractors, therefore, to adopt due course of law, rules and procedure the call up notice have been issued in accordance with law and physical hearing has been afforded.

19. The representative of the Respondent further averred that the GRC investigated the grievance in detail, provided opportunity to explain its point of view. The Appellant himself appeared but grievance was briefed through their legal counsel. During the course of hearing, the appellant was asked about specification of 132 KV Steel Tubular Pole whose tender he participated and filed grievance. He replied that he is unaware of the specifications. After detailed deliberations keeping in view the discussions made during the grievance, GRC concluded that grievance of aggrieved bidder is not maintainable because neither the appellant was aware about the required material and specification because views of aggrieved bidder in its grievance were based on speculations and if and buts. Further added that SBD of PPRA has been used for procurement of 132 Kv D/C Steel Tubular poles, PPRA SBD is comprised nine sections. Section II of SBD is related to Introduction to Instruction to Bidders (ITB) and Section III is Bid Data Sheet (BDS). BDS is dependent on ITB, and Section



II governs unless otherwise ITB referring the any clause to BDS. As per Bidding Document for said Tender, BDS 2.3.2 does not exist in bidding document. Even clause 2.3.3 also exist in ITB Section II.

20. The representative of the Respondent further submitted that national Grid Company NGC (erstwhile NTDC) & IESCO are two independent entities and answering Respondent No. 1 does not adhere SOP of NGC for educational order. In addition, respondent 1 is a government entity and follow all the rules, regulation and SRO of Government. SRO 827(I)/2001, clause 4 (a) is adequate for IESCO for issuance educational orders for new entrants. As per SRO, education is applicable for indigenous production and its development rather for foreign bidders. As per bidding document, manufacturer has to establish manufacturing experience as per ITB-13.3(b). Further, IESCO invited tender as per PPRA Rule 36 (b) rather PPRA Rule 15. Appellant objection on prequalification is based on assumption. Further averred that every procuring agency has different qualification and experience criteria subject to different material / works therefore, grievances and their outcomes are also different and connecting the same case with each grievance is unjustified and legally incorrect. IESCO inspector witnessed type testing from an independent lab from where appellant's manufacture has conducted type testing. Moreover, case under which the Appellant filed the instant appeal, accordingly type testing will be performed as per

bidding document clause 5.1 Section V, which is reproduced as under:



“.....bidder has to arrange type testing at any one of the below mentioned laboratories at his cost without disturbing the stipulated delivery period given above duly witnessed by IESCO Engineers”.

21. The representative of the Respondent further submitted that BDS and ITB section are correlated and ITB 2 has only one sub clause which is reproduced as under:

Source of funds is referred in clause 2 of invitation for bids.

Hence, it reveals that word “same nature/type” define as having comparable characteristics / feature”. Further, appellant is misinterpreting the SPA, SPD, SPG type poles are used only in Pakistan. However, SPD type poles are also used in different countries, moreover SPA, SPD and SPG are abbreviation which is defined as S=Steel, P=Poles Letter A denote angle (0-2 degree).

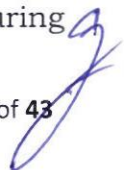
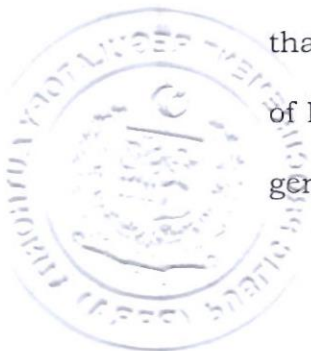
S=Steel, P=Pole Letter D denote angle (2-30 degree)

S=Steel, P=Pole Letter G denote angle (30-60 degree)

Hence, Appellant is again misleading the Authority referring incorrect clause and mis-interpreting technical terms.



22. The representative of the Respondent further submitted that the Respondent No. 1 is purchasing material in the light of Rule 10 of the Public Procurement Rules, 2004 having vast generic specifications. It is the prerogative of the procuring



agency to procure the material according to need based requirements of the procuring items in light of standard criteria and quality. As per Specifications P-163:83, there is no specified limit related to parameter.

23. The general configuration and dimension of poles and clearance shall be as per attached drawings. The diameter of poles shall not exceed 12 meters. The min thickness of material used for poles shall be 6 mm and for cross arm 4mm. Further clause 4.1, of specification, which is reproduced as under:

“Each type of pole shall be designed to safety withstand the loading due to wind on pole, conductor, hardware, earth-wire and dead weight of pole and fitting, due to resultant transverse load at angle as indicated here after”.

24. It is deduced that manufacturer meeting the above criteria subsequently type testing requirement as per clause 9 of specification shall qualify for designing of parameter. Designing of poles is based on thickness of steel sheet subsequently type testing of poles rather than weight.

25. It is inferred that manufacture of Appellant has over design the poles from minimum requirement of specification therefore weight so that cost of poles fabricated by appellants manufacturer is substantially higher compare to other competitor resulting appellant is not in position to compete