



No. PPRA/AP-14/2025
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 Alamdar Engineering (Pvt.) Limited

...the “Appellant”

Vs.

National Transmission & Despatch Company (NTDC), etc.

...the “Respondent(s)”

Date of Hearing 16.07.2025	Mr. Muhammad Shahid Piracha (ASC), Mr. Mustafa Piracha (Advocate), Engr. Ahmad Sheraz (Director) <p style="text-align: right;">(On behalf of Appellant)</p> Sahibzada Uzair Hashim (AHC), Mr. Ali Ahmad Shah (Advocate), Mr. Muhammad Sohaib (Advocate), Mr. Imran Yousaf (Sr. Engr. NESPAK) <p style="text-align: right;">(On behalf of Respondent)</p>
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**APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES
[AGAINST ORDER DATED 18.03.2025 PASSED BY GRIEVANCE
REDRESSAL COMMITTEE (NTDC), WHEREBY COMPLAINT DATED
07.02.2025 FILED BY APPELLANT WAS DISMISSED]**

The above mentioned learned Counsel(s) and representative(s) of the parties tendered appearance before the Appellate Committee and furnished their arguments at length.

2. The Appellate Committee (“the Committee”) initially inquired from the counsel of the appellant regarding deposit

of the balance fee as required under Regulation 7 of the Redressal of Grievances Regulations, 2021. It is pertinent to mention that the appellant had earlier submitted Rs.200,000/- as fee along-with the instant appeal, which is deficient in amount as required under the said Regulation. Upon this, the counsel of the appellant apprised the committee that the imposition / matter of fee as per said regulation has already been challenged by him through a Writ Petition No.27506 of 2025 before the Honourable Lahore High Court, Lahore and the same is pending before the Hon'ble Court.

3. At the very outset, the learned counsel of the appellant i.e., M/s Alamdar Engineering (Pvt.) Limited submitted that the respondent No.2 (National Transmission and Despatch Company (NTDC) *through its Managing Director / the procuring agency*) advertised Tender Notice in daily newspapers for works, "Lot-1: 500kV Double Circuit Quad Bundle Transmission Line from Tower No.01 Near Sangal to Tower No.69 Near Potha Sharif (23.5 km)". Accordingly, the Appellant approached to respondent No.1 (NTDC *through its Chief Engineer (MP&M)*) and Respondent No.2, for issuance of Bidding Documents.

4. The counsel of the appellant also submitted that the Technical Bid of the tender was opened on 23.10.2024 at 11:30 AM. The Technical Evaluation Report was published on

04.02.2025, as per Rule 35 of the PP Rules 2004, and the technical bid of the appellant was declared as Non-Responsive *as the bidder did not fulfil the specified requirements of "Bidders Financial Capability"*.

5. The counsel of the appellant also submitted that the bidders were required to provide information on QF Forms QF-4 to QF-8, particularly QF-6 (AATO) and QF-7 (Financial Resources) which were required to be submitted by the bidders to demonstrate the financial capabilities. Further submitted that the appellant filled in the QF Forms as per the Instructions to Bidders (Section I) and Bidding Data (Section II) ITB Clause 18.3 stipulates that "no alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed." Therefore, the appellant filled up forms QF-6 and QF-7 accordingly. The conversion of PKR to US\$ at the rates prevailing in previous financial years and then reconverting from US\$ to equivalent PKR is the intent and purpose of form QF-6, as it requires the AATO of the bidder not just in PKR but in equivalent PKR. So that the column for exchange rate is provided to be used and it is neither struck out nor made N/A.

6. The counsel of the appellant further added that the form does not specify the currency to be used. Therefore, it is up to the bidder to use the currency at his option. The appellant used US Dollars to calculate the PKR equivalent as

per the format provided because the only other currency mentioned in the bidding documents is US\$, viz, value of material mentioned in US Dollars in Clause IB 12.6 Section II Bidding Data. Hence, US\$ is the most relevant currency to be used for calculating the PKR equivalent. Even so with any other currency the equivalent PKR amount would be the same.

7. The counsel of the appellant also submitted that QF-7 submitted by the bidder is evident that even in case, this amount as depicted in QF-8 is deleted from there QF-7, then there is more financial resources than required are available to the bidder. Further, the appellant is a No Limit Contractor registered with the PEC in C-A 'NO LIMIT' category i.e., there is no limit on the value of contract that can be executed by appellant. Moreover, the Bank of Punjab provided the requisite certificate, which was never objected by the procuring agency. The bank certificate is about credit facility to be provided in the future and does not pertain to existing credit facilities. The bank certificate format itself states that if contract is awarded, the bank shall be able to provide credit facilities.

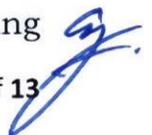
8. The counsel of the appellant further submitted that, being aggrieved by the decision of the technical evaluation committee who declared the appellant as non-responsive, the Appellant filed grievance complaint on 07.02.2025, in accordance with Rule 48 of the PP Rules, 2004 and approached the respondent No. 3 (NTDC through its Convener

Grievance Redressal Committee) for redressal of grievance. However, on 18.03.2025 the said grievance petition was dismissed by respondent No.3.

9. The counsel of the appellant further added they also filed a Writ Petition No.17288 of 2025 before the Honourable Lahore High Court, Lahore, on the subject matter. The counsel further submitted that the acts of the respondent No. 1 and 2, whereby they declared the appellants as Non-Responsive and the respondent No.3 dismissed the grievance petition of the appellant (hereinafter referred to as "Impugned Actions"), are illegal, mala-fide and contrary to law, hence filed the instant Appeal.

10. On the other hand, learned counsel of the respondent i.e., NTDC raised preliminary objections regarding the deficiency of prescribed fee as required under Regulation 7 of the Redressal of Grievances Regulations, 2021. Thereafter, the counsel of the respondent submitted that, in June 2024 the Chief Engineer (MP&M), NTDC invited proposals against 500kV Double Circuit Quad Bundle Transmission Line from Tower No.01 Near Sangal to Tower No. 69 Near Potha Sharif (23.5 km). After that, in accordance with the procedure laid down in the Bidding Documents, the technical evaluation of all bids was to be conducted first, following the financial evaluation of only those bids which were declared technically responsive. IB 3.1(3) of the Bidding



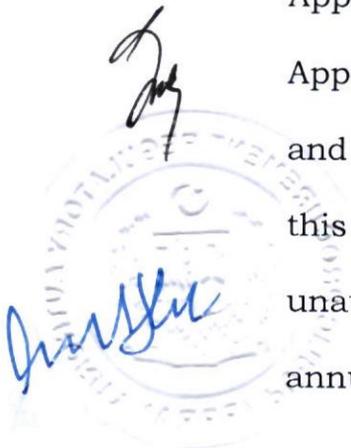
Data, read with the Amendment No. 4 to the Bid, prescribed the following criteria for Bidder's Financial Capability, which are as follow:

- i. The required minimum Average Annual Turnover (AAT) for the best of three (03) years of last five (05) years must be PKR 1080 million for Lot-I.
- ii. The bidder must demonstrate access to sufficient financial resources, including liquid assets, lines of credit, or other financial means, to meet the total cash flow requirements of the contract. For Lot-1, this requirement is set at PKR 540 million.

11. The counsel of the respondent also submitted that the specific standard formats for the above said criteria were provided in QF-6 and QF-8. The IB No. 18.3 of the Bidding Data provided as follows:

“No alteration is to be made in the Form of Bid nor in the Appendices except in the filling-up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected”

The counsel of respondent further submitted that the Appellant submitted QF-6 wherein, it is self-evident that the Appellant's average annual turn-over was PKR. 589.67 million and not PKR 1080 million as required. In an attempt to meet this clear deficiency, the Appellant, in an absurd, illogical, unauthorized and unlawful manner, first converted the annual turnover of various years in USD at the rate prevalent



in the said years and then re-converted the same to PKR at the rate prevalent at the time of bidding. This was purely the Appellant's own doing, and the bidding documents neither provided for nor allowed any such absurdity.

12. The counsel of the respondent further added that in order to demonstrate the financial resources of PKR 540 million, the Appellant submitted QF-8 i.e., Bank Certificate from Bank of Punjab and clearly deviated from the format provided by the bidding documents. The said Certificate, going beyond the format, provided as follows:

"...subject to the Bank's due diligence and approval from the Bank's competent authority..."

"This certificate is being issued at the specific request of the Company without any risk or liability on part of the Bank or any of its staff member."

Moreover, due to the foregoing reasons, the Appellant's bid was declared non-responsive in the Technical Evaluation Report and his Complaint was duly entertained and thereafter dismissed by the Grievance Redressal Committee ("GRC") through its reasoned decision dated 05.03.2025, after affording the Appellant a full opportunity of hearing.

13. The counsel of the respondent also submitted that the Bid submitted by the appellant was evaluated and declared as non-responsive against the requirements of Sub-Clause IB 3.1(b) (3) "Bidder's Financial Capability" of Section-II of the Bidding Document. The qualification criteria

prescribed in the Bidding Document is clear and self-explanatory and requires no further interpretation support beyond the provisions of the Bidding Document. The appellant's reference to other contracts of NTDC is irrelevant here as each Bidding Document is treated independently.

14. The counsel of the respondent also submitted that the appellant wrongly referred and linked the "Pre-Bid Clarification No.03" with the subject TLC-18-2024 bidding process as the reproduced clarification was never issued in the subject bidding process rather it was issued in some other NTDC project financed by "AFD Agence Française de Développement (French Bank)" which does not have any relevance with the subject bidding process.

15. The counsel of the respondent further submitted and clarified that the derivation of Average Annual Turnover (AAT) amount in equivalent PKR is only applicable for the bidders having their financial statements in a currency other than PKR. However, in the present case, the financial statements submitted by the appellant are in PKR thus the claimed conversion of currency is not applicable. The appellant's inference of "*to cater for fluctuation in currency*" is purely self-assumed as no provision of the Bidding Document refer or support such interpretation.

16. The counsel of the respondent also submitted that the appellant's allegations are unfounded and baseless as the

evaluation of the Bids as well as the redressal of the petitioner's grievance was carried out under strict compliance of the provisions of the subject Bidding Document. Further, the appellant's calculation of the requirement of the Average Annual Turnover in US Dollar currency is self-assumed, irrelevant and baseless as Sub-Clause IB 3.1(b) (3) (ii) only specifies the requirements of minimum average annual turnover in PKR currency while there is no mention or even reference of US Dollar currency in any respect in the entire Bidding Document.

17. The counsel of the respondent further added that the appellant's referred credit line letter from Bank of Punjab bearing reference No.BOP/2024/03/02 dated 15.10.2024 was rather a conditional letter from the Bank categorically stating the condition as "*subject to the Bank's Due Diligence and approval from Bank's Competent Authority*" and also did not fulfil the format / specimen specified under "Form QF-8 Bank Certificate" of Section-III of the Bidding Document. It clearly established that the referred Bank Certificate cannot be considered under available financial resources.

18. The counsel of the respondent further submitted that the appellant's plea is unfounded and baseless as the appellant was granted complete opportunity to present its case during redressal of its grievance application by the GRC which operates entirely independent of the Bids evaluation

team as well as the Bids evaluation report review team. It is apprised that only after careful analysis of the facts, the GRC rejected the grievance application of the appellant.

19. At the last, the counsel of the respondent also submitted that the Appellant submitted a bid for the subject project; however, during the technical evaluation, it transpired that the Appellant does not meet the financial capability criteria as required in the bidding documents. Specifically, the Appellant's average annual turnover was PKR 589.67 million, which falls significantly short of the required threshold of PKR 1,080 million. Furthermore, the Bank Certificate submitted by the Appellant to demonstrate financial resources amounting to PKR. 540 million was conditional in nature and not in the prescribed format stipulated in the bidding documents. In view of the said deficiencies, the Appellant's bid was rightly declared non-responsive, hence request for dismissal of the instant appeal.

20. After concluding the arguments, at the very first, the Appellate Committee ("the Committee") highlighted that Regulation 7 'Prescribed Fee' of the Redressal of Grievances Regulations, 2021 states that "the Appellant shall append with every Appeal a Demand Draft / Pay Order of non-refundable fee as per Schedule II of these Regulations. The Authority shall not entertain any Appeal which is filed without the prescribed fee."

In the present case, the Appellant failed to comply with the

aforementioned requirement. However, since the matter pertaining to the prescribed fee is currently *sub-judice* before the Honourable Lahore High Court, Lahore in Writ Petition No.27506 of 2025, therefore, the Authority shall await the final outcome of the writ petition and will proceed in accordance with the directions issued by the Honourable Court therein.

21. After perusal of all relevant record and arguments made by both the parties, the Committee observed that, it is an admitted fact that NTDC invited bids for the execution of works under Lot-1: 500kV Double Circuit Quad Bundle Transmission Line from Tower No. 01 near Sangal to Tower No. 69 near Potha Sharif (23.5 km), and the appellant submitted a bid for the said project. The technical bid of the appellant was opened on 23.10.2024, and later, vide Technical Evaluation Report dated 04.02.2025, the appellant's bid was declared as **non-responsive** on the grounds of non-fulfillment of the **Bidder's Financial Capability** criteria. The appellant thereafter filed a grievance before the GRC on 07.02.2025, which was dismissed through an order dated 18.03.2025.

22. The Committee also observed that the bidding document clearly stipulates that, under Clause IB 3.1(3) read with Amendment No.4, that the minimum Average Annual Turnover (AAT) requirement for Lot-I is PKR 1,080 million, based on the best three (03) years out of the last five (05).

As per record, the appellant declared an AAT of PKR 589.67 Million, which is significantly below the prescribed threshold. Moreover, the appellant attempted to convert the turnover of different years from PKR to USD and then back to PKR at prevailing exchange rates in order to artificially inflate the figures. However, no such provision exists in the bidding documents allowing for currency conversion in case of financial statements originally declared in PKR. Therefore, this act of the appellant is self-proclaimed, and not supported by the bidding document.

23. In terms of Rule 30 of the PP Rules, 2004, all bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the prescribed bidding documents. However, in the instant case, the appellant did not meet the mandatory requirement as defined in the evaluation criteria.

24. The Committee further observed that, in addition to turnover, the bidder was also required to demonstrate financial resources of PKR 540 million. The Bank Certificate submitted by the appellant (QF-8) from Bank of Punjab was not in the prescribed format and contained qualifying language such as “subject to due diligence” and “without any risk or liability on part of the Bank.” Such conditional wording clearly violates Clause 18.3 of the Instructions to Bidders (Section II), which restricts any alteration in prescribed forms.

Therefore, the Bank Certificate submitted by the appellant cannot be deemed to fulfil the financial resource requirement.

25. In light of above, the Committee is of the considered view that the actions of the procuring agency, by declaring the appellant's bid as non-responsive and dismissing the grievance petition, were strictly in accordance with the Bidding Documents and as per applicable procurement regulations.

26. For what the reasons and observations mentioned above, the Committee upheld the decision of the GRC dated 18.03.2025 and the appeal in hand is hereby **dismissed** being devoid of merits and disposed of accordingly.


(Dr. Muhammad Aslam Waseem)
Director General (Legal)
(Member)


(Sheikh Afzaal Raza)
Director (M&E)
(Member)


(Hasnat Ahmed Qureshi)
Managing Director (PPRA)
(Chairman of the Committee)

Each page of the order has been signed by all members of the Appellate Committee. The order comprises of thirteen (13) pages.