



No. PPRA/AP-20/2025
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.

Sukkur Electric Power Company (SEPCO), etc.

...the “Respondent(s)”

Dates of Hearings	
24.06.2025 16.06.2025	Mr. Muhammad Shahid Piracha (ASC), Mr. Mustafa Piracha, Mr. Ahmad Sheraz (Director) <p style="text-align: right;">(On behalf of Appellant)</p> Mir Ashar Ali (CE, PMU), Mr. Abdul Ghani (Add. CE PMU) Mr. Hassan Kamal <p style="text-align: right;">(On behalf of Respondent i.e., SEPCO)</p> Mr. Majid Jahangir (Advocate), Mr. Hasan Barq <p style="text-align: right;">(On behalf of Respondent i.e., Specialist Group Inc.)</p>

APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004

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

2. At the outset, the learned counsel of the appellant i.e., M/s Alamdar Engineering (Pvt.) Limited submitted that M/s Sukkur Electric Power Company (respondent No. 2 /

procuring agency) advertised Tender Notice in daily newspapers for works, "Tender No: NCB-S-11/24 (Single Stage One Envelope) for supply of Tower Type EA Without Stub & Cleats Stub & Cleats for EA Tower, Tower Type EG Without Stub & Cleats, Stub & Cleats for EG Tower and Leg Extensions for EG Tower Under SEPCO own Resources" for the year of 2024-2025. In accordance with the said notice, the Appellant approached to respondent No. 1 (Chief Engineer, Development (PMU), SEPCO) and Respondent No. 2 (Managing Director, SEPCO), for issuance of Bidding Documents.

3. The counsel of the appellant also submitted that the tender documents for procurement of 220kV Tower type EA & EG was purchased by four (04) firms and only three (03) companies participated and submitted their bids. The Chief Technical Officer conducted the evaluation of the bids and submitted evaluation report to the procuring agency. The procuring agency uploaded the Final Evaluation Report on its own as well as on PPRA's website on 21.02.2025. The Appellant i.e., M/s Alamdar Engineering (Pvt.) Ltd. was declared as the lowest responsive bidder, while M/s Siddique Sons Engineering and M/s Specialist Group Inc. were also found to be responsive bidders.

4. The counsel of the appellant further submitted that, one of the bidder, M/s Specialist Group Inc. Lahore filed time barred Grievance / Complaint in defiance to Rule 48 of the

Public Procurement Rules, 2004 ("PP Rules, 2004") and has approached the Managing Director / CEO of SEPCO, instead of convener GRC, SEPCO who received complaint on 06.03.2025. Thereafter, the Additional Chief Engineer (PS&C), PMU SEPCO / Convener GRC (Respondent No. 3) on 07.03.2025 directed M/s Specialist Group Inc. Lahore to appear on 12.03.2025. Further, on 09.04.2025 the above referred time barred grievance petition was accepted by respondent No. 3 and declared the Appellant as non-responsive. Moreover, the Appellant submitted that the acts of the respondents No. 2 & 3, whereby they have declared the appellant as Non-Responsive and respondent No. 3 accepted time barred grievance petition of the M/s Specialist Group Inc. Lahore for referred works (hereinafter referred to as "Impugned Actions"), are illegal, mala-fide and contrary to law.

5. The counsel of the appellant also submitted that the decision of Grievance Redressal Committee (respondent No: 3), whereby they have declared the appellant as non-responsive, is against the norms, rules and regulations. As per Clause 11.2 & 11.3 (Qualification & Experience) of the bidding document:-

11.2 Contractual Experience:

The bidder must demonstrate at least (02) number of contract successfully completed within the last five years of offered equipment / material with the same or higher rating / capacity.

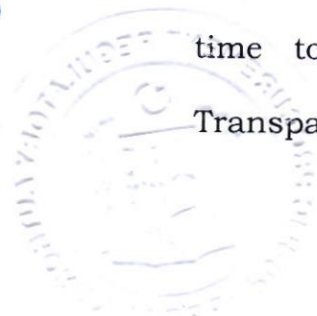
11.3 Financial Criteria:

The bidder should have sound financial status. In order to determine the same, the bidder shall provide its up to date financial statement i.e. (audited balance sheet, Income statement and cash flow statement for the last 3 years). The bidders' net worth calculated as a difference between total asset and total liabilities must be positive for 03 years.

6. The counsel of the appellant further added that the appellant provided the requisite information and bid evaluation committee sought post bid clarification dated 13.02.2025. It is pertinent to mention here that as per order of bid evaluation committee and GRC (respondent No.3) the requisite information / record was again provided but all in vein and the respondent declared the appellant as non-responsive. This was not only unlawful, illegal and against the rules but also are highly mala-fide.

7. On the other side learned counsel of the respondent i.e., Sukkur Electric Power Company (SEPCO) submitted that the company being a Government Entity is following Procurement Rules specially Public Procurement Rules and also by keeping in view the SoPs issued by BoD, Ministry of Energy, NEPRA, WAPDA, NTDC and IEC Standards time by time to deal the whole procurement process in fully Transparent Manner.

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8. The counsel of the respondent also submitted that the Tender No. NCB-S-11/2024 was published on 02.11.2024 for the procurement of EA Tower (Lot-I) & EG Tower (Lot-II) along with Leg Extensions and it was opened on 16-12-2024. It is relevant to mention that three bidders participated in this tender i.e. M/s Alamdar Engineering (Pvt.) Ltd., M/s Siddique Sons Engineering (Pvt.) Ltd; & M/s Specialist Group Inc. After opening of tender, complete tender files of the said participated bidders were sent to Chief Technical Officer, SEPCO for carrying out Technical, Commercial and Financial Evaluation of Bids.

9. The counsel of the respondent (SEPCO) further submitted that, after carrying out Technical, Commercial & Financial Evaluation of bids, the same were forwarded to PPRA Authority for uploading through letter No. 494-98 dated 21-02-2025. The Final Evaluation Result was uploaded on PPRA Website vide Evaluation Result No. EV68027 dated 25-02-2025 as per Rule 35 of PP Rules, 2004. Thereafter, the respondent no. 04 i.e., M/s Specialist Group Inc. lodged Grievance against SEPCO Result (after the day result uploaded) vide his letter No. SGI/SEPCO/2602/25/1 dated 26-02-2025 addressed to Chief Executive Officer SEPCO.

10. The counsel of the respondent (SEPCO) further added that the Chief Executive Officer of respondent (SEPCO) addressed the Grievance of respondent no. 04 to Manager

(PS&C) on 05-03-2025 and directed for Immediate Report. Addl. Chief Engineer (PS&C) of the respondent (SEPCO), called meeting vide his letter No. 643-46 dated 07-03-2025 and requested, Mr. Hassan Ali Barq, Executive Director of the respondent no. 04 (M/s Specialist Group Inc.) to be heard in person on 12-03-2025 (Wednesday) at 12:00 Hrs along with all relevant record / documents failing which GRC will announce Ex-Parte decision. After that, Mr. Abdul Muneer s/o Mr. Abdul Qayoom appeared before GRC on 12-03-2025 duly authorized by Mr. Hassan Ali Barq to attend the meeting of GRC on behalf of M/s Specialist Group Inc.

11. The counsel of the respondent also submitted that, to uphold the interest of justice and to avoid making decision by hearing one side, Addl. Chief Engineer (PS&C) of the respondent (SEPCO) called meeting vide letter No. 712-15 dated 12-03-2025 and requested Mr. Ahmed Sheeraz Director Operations of M/s Alamdar Engineering (Pvt.) Ltd; to be heard in person on 17-03-2025 at 11:00 Hrs along with purchase orders of offered material / equipment issued to their firm within last five years along with Financial Statements, Bank Statements, Cash Flow Statements, Annual Tax Returns of FBR for the year 2021, 2022 and 2023, Line of Credit with Banks, Commercial Auditable Reports of 3rd Party Auditors and any other documents related to the tender. Upon this, Mr. Sohail Akram s/o Muhammad Akram appeared before GRC on 17-03-2025 duly authorized by Engineer Ahmed Sheeraz

to attend the meeting of GRC on behalf of M/s Alamdar Engineering (Pvt.) Ltd.

12. The counsel of the respondent (SEPCO) further submitted that the GRC finalized its report on 07-04-2025 and submitted to CEO SEPCO with intimation to both bidders vide its letter No. 911-12 dated 07-04-2025. The report was received on 09-04-2025 and the same Grievance report was sent to both bidders on 09-04-2025. It is pertinent to mention here that the Grievance Redressal Committee in its report has clearly highlighted that M/s Alamdar Engineering (Pvt.) Ltd (“the Appellant”); do not possess Contractual Experience as per Tender Criteria as well as the Financial Credentials provided by the Appellant at the time of submission of tender are mismatch with the financial credentials provided before GRC.

13. The counsel of the respondent also submitted that the appellant did not fulfil the contractual experience ‘clause 11.2 of Bidding Document’ as the firm has provided 01 purchase order for EA Tower issued by PESCO & 01 purchase order for EG Tower issued by PESCO within the last 05 years. Further, the appellant accepted that the figures given in Financial Criteria to fulfil the Financial Clause of Bidding Document are based on Management Account Basis which was not acceptable to GRC. Moreover, the appellant has misled the Bid Evaluation Committee by providing false Sales

/ Revenue of their firm and the same were changed by the appellant before appearing to GRC as per statement of Mr. Sohail Akram representative of M/s Alamdar Engineering vide their letter No AEL/SEPCO/25/02/4090 dated 13-02-2025. Furthermore, the appellant provided fake Financial Documents and the same were highlighted by GRC in its report. This act where documents provided by bidder are proven fake / forged is liable for action as per Rule 18 & 19 of PP Rules, 2004, hence, the instant appeal is liable to be dismissed.

14. On the other side, M/s Specialist Group Inc., one of the participated bidder filed an application dated 10.06.2025 under Order 1, Rule 10 for making their firm as interested party in the instant appeal. After examining the record, the Appellant Committee ("the Committee") observed that the said firm has participate in procurement process called in question and also filed the grievance complaint against the qualification of the Appellant in the technical bid, therefore, the said firm is a necessary and proper party. Hence, the Committee allowed the application filed by the said firm dated 10.06.2025 and directed the appellant to amend his appeal and to include / add the said firm as respondent, to meet the end justice.

15. On the day of hearing, learned counsel of the respondent no. 04 i.e., M/s Specialist Group Inc. presented his arguments at length and raised preliminary objections in

the instant appeal. The counsel of the respondent no. 04 submitted that the appellant has "No Locus Standi" and as per the Clause 9.1(d) of IFB, the Appellant was required to submit a valid bid security in accordance with Rule 25 of the PP Rules. The Appellant's bid security validity period had already expired. The Appellant has omitted to extend its bid security validity period in violation of Rules 25 and 26 of the Rules and Clause 9.1(d) of IFB. Accordingly, the Appellant has no locus standi to challenge the GRC Order and consequential award of contract / purchase order in favour of the answering Respondent being violative of the Rules and IFB.

16. The counsel of the respondent no. 04 also submitted that the Appellant represented in its Bid that its sales for the financial year 2020-2021 was Rs. 421.75 million whereas as per the return of income tax affairs filed by the Appellant for the financial year 2020-2021, reflected Appellant's sales at Rs. 168.10 million. The Appellant has deliberately misrepresented / mis-stated a higher sales value to qualify for the tender and committed corrupt and fraudulent practice as defined in Rule 2(f)(iv) of the Rules. The deliberate misrepresentation and submission of false information about its financial affairs renders the Appellant otherwise disqualified in terms of Rule 18 of the Rules. In CAA vs. AER Rainta, 2003 YLR 1523 (Sindh):



... an agreement procured either by misrepresentation or by playing fraud is voidable at the option of a party whose consent was so procured.

17. The counsel of the respondent No.4 further submitted that, in terms of Rule 38 of the PP Rules, 2004 provided that, a procurement contract is awarded if the bid is most advantageous as well as is not in conflict with any other law. The Appellant deliberately mis-represented and submitted false documents to qualify and submitted higher sales value for the financial year 2020-2021. Accordingly, notwithstanding most advantageous bid, the Appellant is disentitled for award of procurement contract being violative of Rules 2(f)(iv), 18 and 38 of the PP Rules, 2004. Moreover, it is an admitted fact that the bid items are to be procured in two (2) separate lots. The specifications for each lot are separately prescribed by the Respondent No. 1 (SEPCO). Likewise, the bids for each lot were separately evaluated as otherwise evidenced by the Bid Evaluation Report. Similarly, the Respondent No. 1 (SEPCO) issued two (2) separate LoI(s) and obtained two (2) separate Performance Guarantees.

18. The counsel of the respondent further added that Clause 11.2 of the Bidding Document required the bidders to demonstrate successful completion of at least two (2) contracts of equipment/materials to be procured within the last five (5) years, that is, equipment/materials under both lots I (Tower type EA) and II (Tower type EG):

Clause 11.2 of the bidding documents; "Contractual Experience": The bidder must demonstrate at least (02) number of contract successfully completed within the last five years of offered equipment / material with the same or higher rating / capacity.

19. The counsel of the respondent also submitted that the Appellant submitted one purchase order for equipment mentioned in lot 1, that is, Tower type EA and one purchase order for equipment mentioned in lot II, that is, Tower type EG. The Appellant was required either to have successfully completed two (02) contracts each of Tower type EA and Tower type EG or two (02) contracts for both Tower type EA and Tower type EG collectively to meet experience criteria. Contrarily to this, the Appellant only produced two (2) purchase orders, one each for Tower type EA and one for Tower type EG in violation of Clause 11.2 of IFB. Accordingly, the GRC rightly held that the Appellant was non-complaint and lacked prescribed experience criteria.

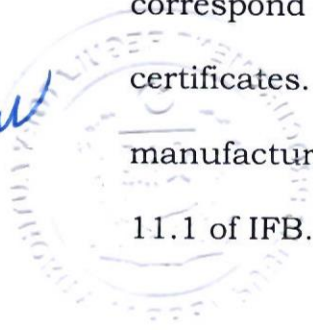
20. The counsel of the respondent further submitted that, both Tower type EA and EG are used simultaneously wherein Tower type EA is used to simply carry transmission lines and Tower EG is used where transmission lines to be diverted. Therefore, obtaining two (02) purchase orders; one each in respect of Tower type EA and Tower type EG by the Appellant even otherwise casts doubt on the Appellant's

claims to have successfully completed two (02) contracts independently.

21. The counsel of the respondent further argued that the appellant failed to meet Manufacturing Experience as per Clause 11.1 of IFB prescribe that the prospective bidder should have three (03) years satisfactory operational experience of manufacturing of the items to be procured under the tender:

Clause 11.1 Manufacturing Experience: The Bidder / Manufacturer must have at least (05) years design / manufacturing experience of similar goods / equipment with the same of higher rating capacity and three (03) years satisfactory operational experience of the offered equipment / material of the similar nature with same of higher rating / capacity.

22. The counsel of the respondent also added that the Appellant failed to provide requisite satisfactory operational certificate to the Respondent No.3 (GRC). The purported certificate filed by the Appellant was not in respect of the equipment to be procured under the tender, that is, Tower type EA and Tower type EG. Additionally, the contract numbers mentioned in the purported certificate did not correspond with the numbers mentioned in performance certificates. Accordingly, the Appellant failed to meet the manufacturing contractual experience as required by Clause 11.1 of IFB.



23. The counsel of the respondent no. 04 also submitted that GRC of SEPCO shown concern that the material for which this Operation Certificates are issued by PESCO does not show the material of 220KV Towers type EA & EG in these contract agreements also the contract Nos, mentioned in the performance certificates are mismatch from each others, Mr. Sohail Akram (representative of the appellant) informed that PESCO issued formal amendment after signing of contract agreements. Convener of GRC requested to show the amendments issued by PESCO so the picture of mismatch contract numbers may be cleared. Mr. Sohail Akram, instead of giving the papers, confused Committee in other things. Committee again requested Mr. Sohail Akram to provide authentic documents in which 220kV EA & EG Towers shown be written in these agreements. Mr. Sohail Akram stated that *"all documents handed over to me by my firms are these & I don't have any other documents to prove the contract Nos. & items in Contract agreement."*

24. The Counsel of the respondent no. 04 further submitted that the Appellant refused to allow the Respondent No. 1 (SEPCO's) officials to visit / inspect its manufacturing facilities to reflect that it has satisfactory operational experience rendering the Appellant's claims as false and incorrect. The Appellant is disqualified in terms of Rule 18 for submitting false / inaccurate information / documents to the Respondent No. 1 (SEPCO). Additionally, the Appellant

withheld best evidence to reflect that it has manufacturing capacity for the equipment to be procured under the tender. It is trite law that where a party withholds best evidence in its support, the court is bound to draw an adverse inference in terms of Article 129(g) of the Qanoon-e-Shahadat Order, 1984.

25. At the last, the counsel of the respondent no. 04 also submitted that the Final Bid Evaluation Report dated 21.02.2025 and the same was published on the Authority's website on 25.02.2025. The answering Respondent filed the Grievance / Complaint on 26.02.2025. The cut-off date for filing of grievance was 02.03.2025, whereas, the answering Respondent filed grievance on 26.02.2025. Accordingly, the grievance of the answering Respondent was well within time. After that GRC passed Speaking Order and the GRC Order provided reasons for its conclusions. For example, on the issue of not meeting experience criteria, the Respondent 3 (GRC) expressly stated in paragraph No. (iii) of Section Findings that the Appellant failed to meet experience criteria in that it only provided one (1) purchase order for Tower type EA and one (1) purchase order for Tower type EG.

26. At the very last, the counsel of the respondent no.04 further added that, on the issue of misrepresentation and deliberately filing / submitting of false / inaccurate documents (satisfactory operational experience and sales values), the Respondent 3 (GRC) expressly stated in

paragraphs Nos. (iv) and (v) of Section Findings that the Appellant misled the Respondent No. 1 (SEPCO), the appellant has accepted that the figures given in Financial Criteria to fulfil the Financial Clause of Bidding Document are based on Management Account Basis which is not acceptable to GRC. Further, the appellant has misled the Bid Evaluation Committee by providing false Sales / Revenue of their firm which is now corrected by the appellant as per statement of Mr. Sohail Akram representative of M/s Alamdar Engineering, hence, request for dismissal the instant appeal.

27. After perusal of all relevant record and arguments made by all the parties, the Appellate Committee observed that, Clause 11.2 of the Bidding Documents clearly requires bidders to demonstrate successful completion of at least two (02) contracts of the offered material (i.e., 220kV Tower Type EA and EG) within the last five (05) years. It is an admitted fact that the Appellant submitted one purchase order each for Tower Type EA and Tower Type EG. This does not fulfil the requirement of two contracts of similar or higher rating / capacity equipment. Therefore, the GRC rightly held that the Appellant failed to meet the contractual experience criteria.

28. The Appellate Committee also observed that Clause 11.1 mandates five (05) years of manufacturing and three (03) years of satisfactory operational experience. The operational certificates provided by the Appellant were found to be