



**No. PPRA/AP-09/2026**  
Government of Pakistan  
**Public Procurement Regulatory Authority**  
(Appeal & Review Petition Secretariat)  
1<sup>st</sup> Floor, FBC Building, G-5/2, Islamabad  
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**ORDER**

M/s SM Solar (Pvt.) Ltd.

*...the "Appellant"*

Vs.

Pakistan Expo Centre (Pvt.) Ltd.

*...the "Respondent"*

<b>Date of Hearing</b> <b>17.02.2026</b>	Mr. Ali Nawaz Kharal, (ASC), Mr. Muhammad Wahaj Sohail (AHC), Mr. Muhammad Irfan, Mr. Muhammad Ikhwan Younas, Mr. Shameel Saadat Rasheed  <i>(On behalf of Appellant)</i>  Ms. Nimra Arshad (AHC), Mian Ali Tariq Rehman (AHC), Mr. Irfan Amos  <i>(On behalf of Respondent i.e., Pakistan Expo Centre Pvt. Ltd)</i>
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**APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004**

The Authority received an Appeal filed by M/s SM Solar (Pvt.) Ltd., through its authorised representative Mr. Ali Nawaz Kharal, Advocate Supreme Court of Pakistan "the Appellant" on 20.01.2026 under Rule 48(7) of the Public Procurement Rules, 2004. The Authority on receipt of the Appeal issued notices to M/s SM Solar (Pvt.) Ltd., Lahore



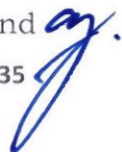
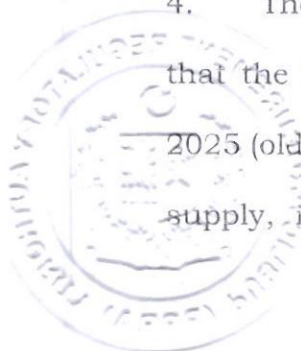
("Appellant"); Pakistan Expo Centre (Pvt.) Ltd., Lahore & GRC of Pakistan Expo Centre (Pvt.) Ltd., Lahore (the "Respondents"), wherein it was directed to appear in person or through their nominated representatives or Counsel before the Authority on 17.02.2026 before the Appellate Committee in the Committee Room of Public Procurement Regulatory Authority (PPRA).

2. On the said date of hearing (17.02.2026), the representatives of the parties, i.e. SM Solar (Pvt.) Ltd., Lahore "Appellant"; Pakistan Expo Centre (Pvt.) Ltd., Lahore "Respondent" appeared before the Committee and presented their arguments at length. The Respondents provided written arguments to the Committee.



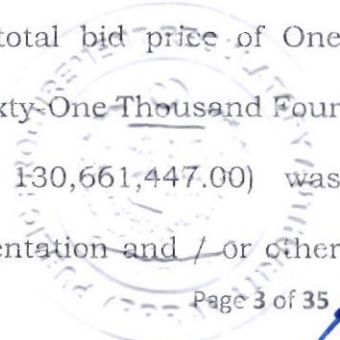
3. The representative of the Appellant submitted that the Appellant is a private Limited Company engaged in providing solar energy solutions including design, supply, installation, testing, and commissioning of solar systems for public and private sector entities. The present appeal is being filed against the decision rendered by the Respondent No. 2 (Grievance Redressal Committee) of the Pakistan Expo Centres (Private) Limited / Expo Centre Lahore, dated 07-01-2026, bearing reference no. PEC/GRC/260107-2.

4. The representative of the Appellant further submitted that the Respondents invited bids vide Tender dated 07-10-2025 (old tender) from eligible and qualified bidders for design, supply, installation, testing, commissioning, operation and



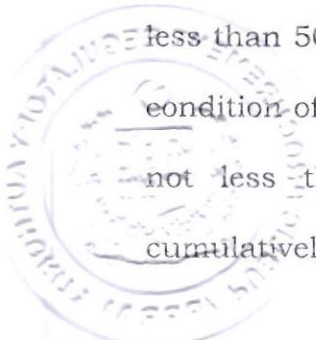
maintenance of 1000 KW on-grid solar PV system at the Expo Centre, Lahore. The bidding documents contained qualification and technical evaluation criteria and required submission of sealed bids by 29-10-2025. Technical proposals were opened on 29-10-2025, while financial proposals were opened on 11-12-2025. Further added that the technical eligibility criteria specified in Appendix C of the Instructions to Bidders, required bidders to demonstrate completion of net-metering based solar PV projects within the last two years, either as a single entity or as a lead partner in a joint venture, having a cumulative installed capacity of 2,500 Kw or above, including at least one single-site net-metered installation of not less than 950 Kw, and participation through Joint Ventures was expressly permitted.

5. The representative of the Appellant further contended that the technical bids were opened on 29-10-2025, where the Appellant along with eight other bidders were declared as technically responsive. Further submitted that upon opening of the financial bids, the Appellant emerged as the second lowest evaluated responsive bidder with a total bid price of One Hundred Forty Million Nine Hundred Twelve Thousand Four Hundred Fifty-Nine Rupees (Rs. 140,912,459.00), whereafter the lowest evaluated bidder with a total bid price of One Hundred Thirty Million Six Hundred Sixty-One Thousand Four Hundred Forty-Seven Rupees (Rs. 130,661,447.00) was disqualified due to incomplete documentation and / or other



deficiencies. In view of the disqualification of the lowest evaluated bidder, the Appellant became the most advantageous evaluated responsive bidder in terms of Rule 38 of the PPR 2004, and was entitled to award the Contract.

6. The representative of the Appellant further averred that instead of awarding the Contract, the Respondent No. 1, vide letter dated 16-12-2025, bearing reference no. PEC/PROC/251216-002, cancelled the old tender without communicating any grounds to the Appellant for the rejection of all bids as required under Rule 33 of the PPR Rules, 2004. Further added that subsequent to the cancellation of the old tender, the Respondent re-issued the Tender (new tender) through advertisement dated 24-12-2025, with bids to be submitted by 08-01-2026. The new tender introduced materially altered eligibility and experience requirements for no apparent reasons and without justification. In terms of the new tender, the Appendix C, required the prospective bidders to demonstrate completion of net-metering based solar PV projects within the last three years, supported by a verifiable NEPRA licence, with cumulative grid-tied- net-metering installations of 2,950 Kw. It was further mandated that no individual site forming part of the submitted experience be of less than 500Kw capacity, while simultaneously retaining the condition of at least one single-site net-metered installation of not less than 950 Kw, all of which were required to cumulatively establish the 2,950 Kw threshold. The New



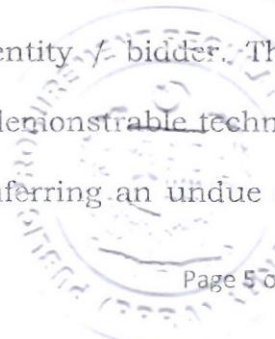
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Tender thus effectively necessitate a rigid experience criterion such as 950Kw plus four installations of 500Kw each, and participation through Joint Ventures was expressly disallowed.

7. The representative of the Appellant further submitted that in terms of old tender dated 07-10-2025, the experience and eligibility criteria specified in Appendix C, was materially broader and competition oriented, requiring bidders to demonstrate completion of net-metering based solar PV projects within the last two years with a cumulative capacity of 2,500Kw or above, including at least one single-site installation of 950 Kw, and expressly permitting participation either as a single entity or in a Joint Venture. No restriction was imposed as to minimum capacity of individual sites forming part of the cumulative experience, nor was any rigid and restrictive criteria prescribed to reach the cumulative threshold.

*Amir Khan*

8. The representative of the Appellant further submitted that the arbitrary unexplained and malicious change of criteria from the old tender criteria to the re-issued tender criteria constitutes an arbitrary and unjustified micro-specification of experience, whereby, the minimum site-wise thresholds were increased, and joint ventures were altogether barred, thereby, drastically narrowing the competition and the pool of eligible bidders-only to favour some specific entity or bidder. These changes were not necessitated by any demonstrable technical requirement and have the effect of conferring an undue and



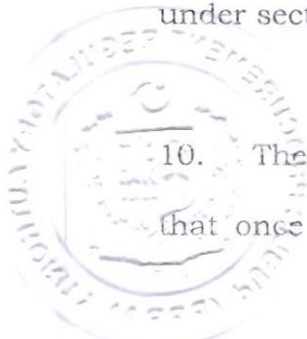
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unfair advantage upon a single or a chosen possessing the narrowly defined experience profile, while excluding otherwise competent and previously eligible bidders, including the Appellant, in violation of the principles of fairness, transparency and competition. Further added that the Appellant filed a Grievance Complaint dated 29-12-2025, under Rule 48 of the PPR, 2004 before the Respondent No. 2 GRC, challenging the unlawful cancellation of the old tender and the discriminatory re-tendering process. The said grievance was rejected vide impugned decision dated 07-01-2026, without addressing the violations of the PPR, 2004, raised by the Appellant.

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9. The representative of the Appellant further contended that the impugned cancellation of the old tender and subsequent re-tendering is in clear violation of Rule 4, 10 of the PPR, 2004 read with the principles of exercise of statutory powers, which mandates that procurement process be conducted in a fair, transparent, efficient and economical manner so as to achieve value for money. Further argued that the cancellation of a concluded bid process after financial bid opening, without reasons and justifiable grounds, defeats competition and undermines efficiency. The exercise of power under section 33 cannot be arbitrary and at whims.



10. The representative of the Appellant further submitted that once the lowest evaluated bidder was disqualified, the

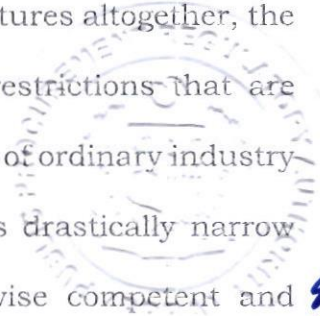
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Appellant became the most advantageous evaluated responsive bidder, and failure to award the contract to the Appellant is in direct violation of Rule 38 of the PPR, 2004, which obligates award of the Contract to the most advantageous bidder unless barred by law. Further added that Rule 33 of the PPR 2004, permits rejection of all bids prior to acceptance, such discretion is not absolute and must be exercised in a transparent and bona fide manner. That the re-tendering process violates Rule 34 of the PPR 2004, as the Respondent failed to demonstrate any assessment of deficiencies in the old tender that warranted such drastic alteration of eligibility and experience criteria.



11. The representative of the Appellant further submitted that the impugned eligibility criteria as specified in the New Tender is in blatant violation of Rule 10(1) of the PPR 2004, which obligates the procuring agency to allow the widest possible competition and prohibits specifications that favour any bidder or place others at a disadvantage. By enhancing the cumulative capacity requirement from 2,500Kw to 2,950 Kw, mandating a minimum site-wise capacity of 500Kw for all projects, prescribing a rigid experience configuration such as one 950Kw installation combined with multiple 500Kw installations, and by disallowing Joint Ventures altogether, the Respondent has introduced unjustified restrictions that are neither technically necessary nor reflective of ordinary industry practice. These micro-specified conditions drastically narrow competition and unfairly exclude otherwise competent and



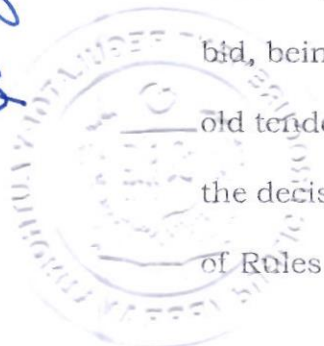
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eligible bidders, including the Applicant, thereby defeating the objective of Rule 10(1) of PPR 2004 and PPR Rules as a whole.

12. The representative of the Appellant further submitted that the exclusion of Joint Venture participation and the imposition of rigid and restrictive experience criteria, specifically the mandatory site-wise configuration of multiple installations of not less than 500Kw to cumulatively reach 2,950 Kw, introduce conditions that are both discriminatory and difficult to meet within the meaning of Rule 32 of the PPR 2004. Such conditions are alien to the ordinary practices of the solar industry, are not dictated by technical necessity, and operate to unjustly distinguish between bidders by favouring chosen ones and their experience profile while excluding otherwise competent participants, including the Appellant.

13. The representative of the Appellant further submitted that under Section 24 A of the General Clauses Act, 1897, every authority exercising statutory powers must pass a reasoned and speaking order, showing due application of mind to the facts and applicable rules. The Respondent No. 2, in its decision dated 07-01-2026, merely upheld the cancellation without providing any cogent reasons as to why the Appellant's bid, being the most advantageous and fully compliant with the old tender, was rejected. The absence of any reasoning renders the decision arbitrary, capricious, and unlawful, and in breach of Rules 4, 10, 32, 33, 34, and 38 of the Public Procurement

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Rules, 2004. Further added that the Honourable High Court in PLD 2017 Islamabad 29 has held that the PPR Rules, 2004, embody codified norms of fairness, openness, and transparency in public procurement, which cannot be compromised by arbitrary action of procuring agencies. Further added that in 2023 CLC 443, it has been held that procurement powers are fiduciary in nature and must be exercised as a trust for the benefit of citizens, and not in an arbitrary manner.

14. The representative of the Appellant further submitted that while government bodies enjoy discretion in framing tender conditions, the Honourable Islamabad High Court in 2024 CLC 1394, has held that such discretion is subject to judicial and regulatory scrutiny where the terms are shown to be arbitrary, discriminatory or designed to favour a particular bidder. The Respondent No. 2 GRC failed to apply its mind to the violations of Rules 4, 10, 32, 33, 34, and 38 of PPR, 2004, raised by the Appellant, and the impugned decision is devoid of reasoning, analysis or lawful justification.

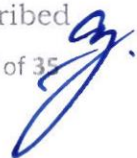
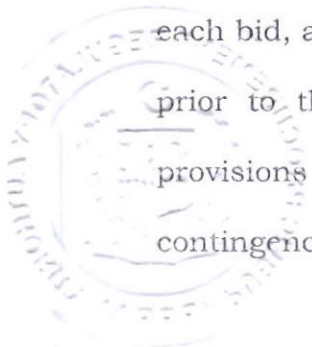
15. The representative of the Appellant further submitted that the Respondents have raised a preliminary objection that the grievance complaint filed by the Appellant was barred by limitation under Rule 48(3) of the Public Procurement Rules, 2004 ("PPR 2004"). The said objection is misconceived, unsupported by the statutory framework, and liable to be



rejected. Rule 48(3), PPR 2004 permits an aggrieved bidder to lodge a written complaint before the Grievance Redressal Committee ("GRC") within seven days of the announcement of the technical evaluation report and within five days after issuance of the final evaluation report. The expression "final evaluation report" is expressly defined under Rule 35, PPR 2004. A final evaluation report is the result of bid evaluation and is required to contain justification for acceptance or rejection of bids at least fifteen days prior to the award of the procurement contract. In the present case, no final evaluation report within the meaning of Rule 35 was ever issued. The procuring agency instead cancelled all bids in exercise of powers under Rule 33, PPR 2004.



16. Further submitted that Rule 33, PPR 2004 deals exclusively with rejection or cancellation of bids. While it requires the procuring agency to communicate the grounds of rejection, it does not mandate justification in the manner contemplated under Rule 35, PPR 2004. Rule 35, PPR 2004, on the other hand, applies only where bids are evaluated and a final evaluation report is issued prior to award of contract. The issuance of a final evaluation report under Rule 35 mandatorily requires detailed justification for the acceptance or rejection of each bid, and the same is to be published at least fifteen days prior to the award of the procurement contract. The two provisions therefore address distinct and mutually exclusive contingencies. Consequently, the limitation period prescribed



in Rule 48(3), PPR 2004, which is expressly tethered to the issuance of a final evaluation report, cannot be invoked in a case of cancellation of bids under Rule 33. To apply Rule 48(3) to a situation governed by Rule 33 would amount to judicial legislation, which is impermissible in law.

17. The representative of the Appellant further contended that it is a settled principle of statutory interpretation that no court or adjudicatory authority, including a quasi-judicial forum or statutory appellate authority, can read into a statute. In the absence of any provision prescribing a limitation period for filing a grievance against cancellation of bids under Rule 33, no limitation can be imported by analogy or inference. This principle has been authoritatively laid down by the superior Courts, inter alia, in:

- 2021 PLC (C.S.) 848 (Supreme Court) - holding that courts cannot expand the scope of rules by reading into them something not provided;
- 2018 CLC 1275 (Islamabad) - reiterating that where statutory language is clear, courts cannot add to it;
- PLD 2024 Lahore 300 - affirming that omissions in a statute cannot be supplied by judicial interpretation.

The objection of limitation is therefore devoid of legal foundation and is liable to be rejected.

Additionally, the legislative intent becomes even clearer from the subsequent regulatory framework governing e-procurement. The E-Pak-Procurement Regulations, 2023,



framed under the Public Procurement Regulatory Authority Ordinance, 2002, reaffirm the same distinction drawn under the Public Procurement Rules, 2004.

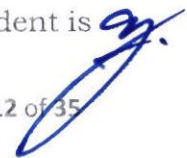
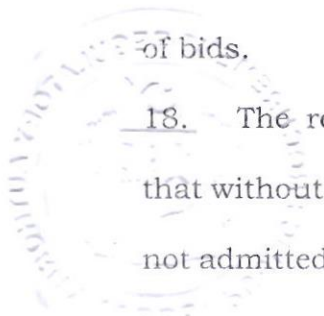
Further added that Regulation 13 of the E-Pak-Procurement Regulations, 2023 prescribes limitation periods for grievances at specified stages of the procurement process. Insofar as grievances arising during bid evaluation are concerned, limitation is expressly provided only in the following situations:


- i. grievances against the technical evaluation report; and
- ii. grievances against the final evaluation report.

Significantly, Regulation 13 is entirely silent with respect to grievances arising from cancellation or rejection of bids, notwithstanding the fact that such cancellations are expressly recognized elsewhere in the procurement framework. This deliberate silence cannot be treated as accidental. It reinforces the settled principle that where the rule-making authority has consciously provided limitation for specific stages of the procurement process and omitted it for others, such omission must be given full legal effect. The subsequent regulations therefore confirm and fortify the Appellant's position that limitation provisions are stage-specific, tied only to technical and final evaluation reports, and do not extend to cancellation of bids.



18. The representative of the Appellant further submitted that without prejudice to the foregoing, even assuming (though not admitted) that limitation was applicable, the Respondent is



 barred by the doctrine of approbate and reprobate from raising such objection at this stage. The GRC entertained the grievance complaint, heard the parties, and adjudicated the matter on merits. Having consciously exercised jurisdiction and rendered a decision, the Respondent cannot subsequently resile and contend that the proceedings were time-barred. A party or authority cannot be permitted to blow hot and cold, or to accept and reject the same proceeding at different stages.

Reliance is placed on PLD 2003 Lahore 242, wherein it was held that once parties agree to adjudication on merits, the plea of limitation cannot later be resurrected, and the doctrine of approbate and reprobate squarely applies.

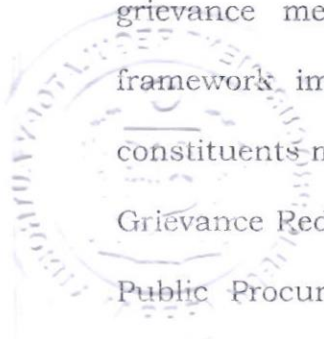
19. The representative of the Appellant further submitted that it is settled law that questions of limitation are to be examined at the threshold, and where proceedings are time-barred, the adjudicatory forum lacks jurisdiction to enter into the merits. This principle has been reiterated, inter alia, in PLD 2024 Sindh 121 and other authorities. The necessary corollary of this principle, however, is that where an authority, despite being conscious of an alleged bar of limitation, elects to proceed to adjudicate a matter on merits, such conduct constitutes implied condonation of delay and a conscious assumption of jurisdiction. By entertaining the complaint and deciding it on merits, the Respondent represented that limitation stood condoned or was not being pressed. The Appellant acted upon such representation and is now prejudiced by the belated

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objection. The Respondent is therefore estopped from raising the plea of limitation at the appellate stage and cannot invalidate its own decision by subsequently pleading limitation.

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20. The representative of the Appellant further averred that under Rule 2(b) of the Public Procurement Rules, 2004 (the "2004 Rules"), a "bidder" is simply defined as "a person who submits a bid." Rule 48 of the 2004 Rules likewise employs the expressions "any party" and "any bidder," which are deliberately broad and confer an individual statutory right of recourse. The 2004 Rules do not qualify or restrict that definition by excluding a constituent member of a joint venture, nor do they require that all JV partners must act collectively in invoking grievance redressal. Rule 48(3) of the 2004 Rules expressly permits any bidder feeling aggrieved by any act of the procuring agency to lodge a written complaint. The language is personal and rights-based: the grievance is tied to the bidder who feels aggrieved, not to the internal structure of its commercial arrangement. Where a joint venture submits a bid through a lead partner authorized to act on its behalf, that lead partner remains a "bidder" within the meaning of Rule 2(b) of the 2004 Rules and is fully competent to trigger the statutory grievance mechanism. No provision in the procurement framework imposes a mandatory requirement that all JV constituents must be arrayed jointly in proceedings before the Grievance Redressal Committee (GRC) or in appeal before the Public Procurement Regulatory Authority (the "Authority").



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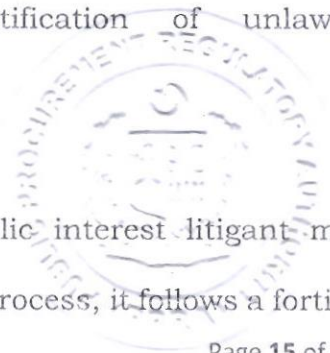
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This interpretation is reinforced by judicial authority. In National Institutional Facilitation Technologies (Pvt.) Ltd. v. Federal Board of Revenue (PLD 2020 Islamabad 378), the Honourable Islamabad High Court held that the exclusion of consortium members does not render proceedings incompetent and that even a rank outsider may invoke judicial review in matters of public procurement. The Court concluded that a petition filed by one consortium member alone was maintainable. In arriving at this conclusion, the Honourable Court placed reliance on Tera Software Ltd. v. Director of School Education, Hyderabad (2002 (2) ALD 688), wherein the Honourable Andhra Pradesh High Court held that each member of a consortium is independently an aggrieved person and that non-impleadment of other consortium partners is not a ground to dismiss proceedings where infringement of legal rights in a tender process is alleged.

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21. Moreover, in Zahir Enterprises v. Government of Balochistan (1999 MLD 3112), the Honourable Balochistan High Court emphasized that constitutional or statutory review in public interest procurement matters is not confined to parties asserting exclusive personal relief but extends to interested persons seeking rectification of unlawful administrative action.

22. If even a non-bidder or public interest litigant may challenge an unlawful procurement process, it follows a fortiori



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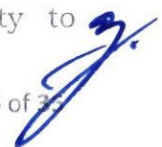
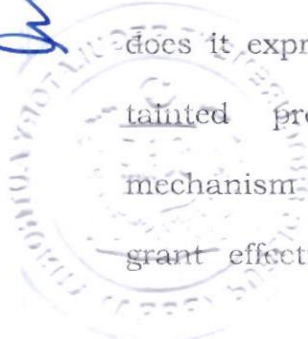


that a lead JV partner, being an actual bidder, cannot be denied standing merely because other JV members were not formally joined. The objection elevates form over substance and is inconsistent with the purposive design of Rule 48 of the 2004 Rules, which seeks expeditious and effective redress of procurement irregularities.

23. Further added that it is also material that prior to the 2021 amendment to the 2004 Rules, appeals lay before the competent court of jurisdiction rather than the Authority. The shift of appellate forum to the Authority was procedural and institutional; it did not narrow the class of persons entitled to seek redress. The breadth of standing recognized by the courts continues to inform the interpretation of Rule 48(7) of the 2004 Rules.



24. The representative of the Appellant further submitted that Rule 48(1) of the 2004 Rules mandates that the GRC be constituted with necessary powers and authorizations to address the complaints of bidders. Sub-rule (6) obligates the GRC to investigate and decide upon the complaint. These provisions confer adjudicatory authority in broad terms. The rule does not enumerate an exhaustive list of remedies, nor does it expressly prohibit cancellation or setting aside of a tainted procurement process. A grievance redressal mechanism that can identify violations but lacks the power to grant effective relief would be illusory. The authority to



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“address” and “decide upon” complaints necessarily carries incidental and implied powers to pass consequential orders required to cure illegality, including suspension or cancellation where the procurement stands vitiated. This is consistent with settled principles of administrative law that a statutory forum vested with decision-making power is deemed to possess ancillary powers necessary to make its jurisdiction effective. The appellate power of the Authority under Rule 48(7) of the 2004 Rules is even wider. The Authority stands as the final statutory arbiter of procurement grievances. Its appellate jurisdiction would be rendered nugatory if it were confined to declaratory findings without the ability to grant substantive corrective relief. Judicial guidance supports this construction. In *Reliance IT Solutions (Pvt.) Ltd. v. Federation of Pakistan* (2022 CLC 1206), the Honourable Islamabad High Court recognized that aberrations and procedural improprieties in public procurement may be examined by a GRC or by a court through judicial review even after the award of the contract. The recognition of post-award scrutiny necessarily presupposes the availability of meaningful remedial powers; otherwise, such examination would be purely academic.

25. Further added that the Respondent's contention that neither the GRC nor the Authority can cancel a defective tender would defeat the very purpose of Rule 48 of the 2004 Rules and undermine the integrity, transparency, and accountability that

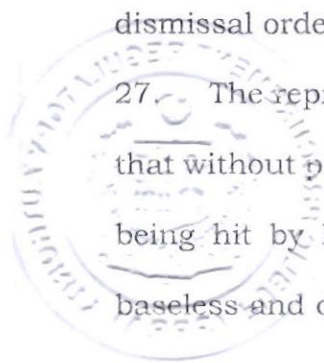
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the procurement regime seeks to secure. A statutory remedy must be interpreted in a manner that advances, not frustrates, its object.

26. The representative of the Respondent submitted that it is settled law that where the law prescribes that an act must be performed in a particular manner, it must be performed in that manner alone. In the present case, the Appellant has miserably failed to address the issue of limitation. It is pertinent to mention that the complaint filed before Grievance Redressal Committee of Respondent No. I was barred by limitation. Under Rule 48(3) of the Public Procurement Regulatory Authority Rules, 2004 ("PPRA Rules"), a complaint is required to be filed within five (05) days of the issuance of the final report. In the instant case, the final report/tender cancellation was issued on 16.12.2025 through EPADS, whereas the present complaint was filed on 30.12.2025, without rendering any explanation whatsoever for the inordinate delay. As such, the complaint was liable to be dismissed at the outset. However, it may be noted the Appellant, in the interest of fairness and complete transparency, also provided its observations on merits in its dismissal order dated 07.01.2026 ("Impugned Order").

Impugned

27. The representative of the Respondent further submitted that without prejudice to the objection regarding the complaint being hit by limitation, the Appellant's complaint is wholly baseless and devoid of any legal foundation. The provisions of



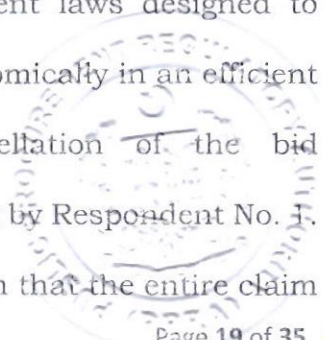
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the PPRA Rules relied upon by the Appellant, in fact, contradict each and every assertion made in the appeal as well as in the complaint filed before the forum, thereby warranting dismissal on merits as well. Rule 33 of the PPRA Rules categorically provides that a procuring agency may reject all bids at any time prior to the acceptance of a bid, and that the grounds for such rejection are required to be communicated only upon the request of a bidder. It is also pertinent to mention that in the event that an agency rejects all bids, it is not required to justify its reasons for the same.

28. The representative of the Respondent further submitted that Respondent No. I was fully within its lawful authority to cancel the tender prior to acceptance of any bid as provided for in Rule 33 of PPRA Rules, 2004. The tender was cancelled on 16.12.2025 via EPADS following a meeting of the Procurement Committee on the same day. Moreover, the reasons for cancellation of tender and rejection of all the bids were fully documented on EPADS. Therefore, Respondent No. I was in complete compliance with Rule 33. As per the reasons provided therein, after the disqualification of the lowest bid, the second lowest bid was higher by PKR 10 million. As a state-owned enterprise, bound by public procurement laws designed to ensure that public funds are spent economically in an efficient and transparent manner, the cancellation of the bid represented responsible decision-making by Respondent No. I. Even otherwise, it is pertinent to mention that the entire claim

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