No. PPRA/AP-26/2026
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.) Ltd.

...the "Appellant"

Vs.

Multan Electric Power Company Limited (MEPCO) & Another

...the "Respondents"

Date of Hearing	
23.07.2026	Mr. Muhammad Hanzala (AHC), Mr. Ahmad Sheraz ***(On behalf of Appellant)*** Mr. Aamir Aziz Qazi (Advocate), Mr. Muhammad Siddique (Manager Proc. PMU), Mr. Awais Khan (Addl. Dy. Manager Proc.) ***(On behalf of Respondent (MEPCO))*** Mr. Majid Jehangir (Advocate) ***(On behalf of Respondent (M/s SGI))***

APPEAL UNDER RULE 48(7) OF THE PPRA RULES, 2004 & REGULATION 3 OF THE REDRESSAL OF GRIEVANCES REGULATIONS, 2021 AGAINST THE ILLEGAL, ARBITRARY, MALA FIDE AND UNSUSTAINABLE TECHNICAL BID EVALUATION REPORT DATED 16.04.2026 AND THE ENTIRE EVALUATION PROCESS IN TENDER NO. PMU-18/2025-26 (LOT-III) FOR PROCUREMENT OF 132KV ZM-1 TYPE TOWERS AND STUBS & CLEATS UNDER DEPOSIT WORKS, MEPCO MULTAN, FILED IN PURSUANCE OF THE DIRECTION OF MEPCO'S GRIEVANCE REDRESSAL COMMITTEE DATED 27.04.2026 TO PROCEED UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004

The Authority received an Appeal filed by M/s Alamdar Engineering (Pvt.) Ltd., through its authorized representative Mr. Ahmad Hassan Sheraz, Director (Operations) on 04.05.2026, under Rule 48(7) of the Public

Procurement Rules, 2004. The Authority on receipt of the Appeal issued notices to M/s Alamdar Engineering (Pvt.) Ltd., through its authorized representative Mr. Ahmad Hassan Sheraz Director (Operations) (the Apellant); Multan Electric Power Company Limited (MEPCO) through its Chief Executive Officer (CEO); MEPCO through its Chief Engineer (Development) PMU, MEPCO through its Chief Engineer / CSD (Convener GRC); MEPCO through its Members of the Technical Bid Evaluation Committee; and M/s Specialist Group Inc. Limited through its Executive Director (the Respondents), wherein it was directed to appear in person or through their nominated representatives or Counsel before the Authority on 23.07.2026 before the Appellate Committee in the Committee Room of Public Procurement Regulatory Authority (PPRA).

2. On the said date of hearing (23.07.2026), the above-mentioned learned counsels and representatives of the parties appeared before the Committee and presented their arguments at length. The Respondents provided written arguments to the Committee.

3. The counsel for the Appellant submitted that the present Appeal is filed in direct pursuance of the explicit direction issued by the Grievance Redressal Committee (GRC) of MEPCO, constituted by Respondent No. 1, vide its letter No. 2779-80/CE/MEPCO/CE(CSD) dated 27.04.2026, signed by Respondent No. 3 (Convener GRC), specifically directing the Appellant to "proceed as per PPRA Rule 48(7) regarding subject matter." MEPCO is a public sector procuring agency fully subject to the PPRA Rules, 2004, and all procurement decisions including the Impugned Evaluation Report are amenable to appellate scrutiny by this Honorable Authority.

4. The counsel for the appellant further submitted that the MEPCO floated Tender No. PMU-18/2025-26 for the Procurement of 132kV Towers and Extensions, adopting the Single Stage Two Envelope (SSTE) Procedure under the PPRA Rules, 2004. The Appellant participated in Lot-III which is for the procurement of 110 nos. ZM-1 Type 132kV Towers (with Nuts & Bolts and all allied accessories, without Stub & Cleats) and 110 Sets of Stubs & Cleats (with Nuts & Bolts and all allied accessories for ZM-1) under Deposit Works, against a Bid Security of PKR 3,828,000, subject to NTDC Specifications P-139:80 & P-82:81 amended up-to-date. Technical Bids were publicly opened on 10.10.2025 on EPADS. The Appellant submitted its Technical Bid in strict conformity with all terms, conditions, and evaluation criteria prescribed in the Bidding Documents. The mandatory qualification criteria under BDS Clause 10 (corresponding to ITB Clause 13.3(b) at Page 56 of 195 of the MEPCO Bidding Documents) which constitute the sole and exclusive basis for technical evaluation as mandated by ITB Clause 33.2 (Page 34 of 195 of MEPCO Bidding Documents) are as follows:

BDS Clause 10(1) (Contractual Experience):

The Bidder/manufacturer must have successfully supplied 70% quantity of tendered material having similar or higher rating during last five years in a single or multiple contracts.

BDS Clause 10(2) (Manufacturing Experience):

The manufacturer must have at least 5 years design/manufacturing experience of tendered material having similar or higher rating.

BDS Clause 10(3) (Performance Criteria):

i. The offered material by the Bidder/Manufacturer should have been in satisfactory operation for a continuous period of at least three years prior to deadline for submission of Bids.

ii. In above context, at least two (02) satisfactory operational certificates shall be submitted with the bid from the end user(s) of offered equipment/goods.

ITB Clause 33.2 (Prohibition against extra-criteria evaluation):

The Procuring Agency shall evaluate the technical aspects of the Bid. No other evaluation criteria or methodologies shall be permitted.

5. The counsel for the appellant further submitted that on 07.01.2026, MEPCO uploaded the 1st Technical Bid Evaluation Report on EPADS, declaring the Appellant technically non-responsive. The First Evaluation Report made no reference to any BDS clause or evaluation criterion whatsoever. It was based entirely upon the remarks of an unauthorized "inspection team" from a purported "site visit" to the Appellant's premises a methodology wholly impermissible under ITB Clause 33.2. As the Appellant stated before the GRC on 13.01.2026:

> ...the summary of technical bid evaluation report dated 07.01.2026 declared our firm as non-responsive without any reference to any clause of the bidding documents and evaluation criteria. Instead, we have been declared non-responsive on the basis of wrong and presumptuous remarks (rebutted by us) made by an 'inspection team' from a so-called site visit, which is neither mandated nor allowed under any provisions of the bidding documents and evaluation criteria. The bidding documents do not call for any site visit for the purpose of technical bid evaluation.

6. Being aggrieved, the Appellant filed its 1st GRC Complaint dated 10.01.2026 and appeared before the GRC on 13.01.2026, submitting its Written Presentation vide letter No. AEL/MEPCO/26/1/4305, demonstrating the illegality

of the unauthorized site visit basis and the absence of any BDS clause in the evaluation report.

7. The counsel for the appellant further added that 1st GRC Decision accepted the Appellant's complaint in its entirety, set aside the First Evaluation Report dated 07.01.2026, and directed the Technical Evaluation Committee to re-evaluate the Appellant's technical offer strictly in accordance with the relevant clauses of the Bidding Documents. Respondent MEPCO did not appeal the 1st GRC Decision, thereby accepting its correctness and binding force. That following the 1st GRC Decision, the Evaluation Committee sought post-bid clarifications vide MEPCO letter No. 3344-45 dated 03.02.2026. The Appellant responded comprehensively vide letter No. AEL/MEPCO/26/2/4322 dated 06.02.2026, the receipt of which was duly acknowledged by the Evaluation Committee submitting the following six (6) satisfactory performance certificates (far exceeding the minimum of two (2) required under BDS Clause 10(3):

i. GEPCO Acceptance Certificate No. 5324-26 dated 09.01.2011 and Contract Agreement No. ADB-GEPCO-06-2009 dated 09.01.2010, ZM-1, ZM-30, ZM-60 type 132kV towers (in operation since 2010, over 15 years);

ii. GEPCO Satisfactory Performance Certificate No. 501-04 dated 06.02.2026 for Contract No. ADB-2727-GEPCO-03 dated 29.12.2011, ZM-1 type 132kV towers (in operation over 14 years);

iii. PESCO Performance Certificate No. 3676-77 dated 09.01.2025 for 132kV ZM-1 and EPC Jabori HPP T/L dated 20.04.2017 220kV towers (in operation since 2017, over 7 years);

iv. PESCO Satisfactory Performance Certificate No. No. CE/Dev/PMU/1903 dated 25.11.2025 for P.O. CE(Dev)/4851-56 dated 05.07.2021, 86 nos. ZM-1 Type 132kV Towers (the exact tower type tendered, in operation since 2021, over 4 years, exceeding the

3-year minimum, and 86/110 -78.18% of tendered quantity, exceeding the 70% minimum contractual experience threshold on this single contract alone);

v. PESCO Performance Certificate for P.O. No. 1838-43 dated 09.05.2023 220kV EA type towers (higher rating); and

vi. PESCO Performance Certificate for P.O. No. 1830-35 dated 09.05.2023, 220kV EG type towers (higher rating).

8. Further argued that additionally, the Appellant submitted PESCO Prototype/Inspection Approval Letter No. 2883-87 dated 03.10.2022 and PESCO Approved Technical Data Letter No. 4925-26 dated 07.07.2021 for ZM-1 towers as prototype approval documents.

9. The counsel for the appellant further submitted that MEPCO's Evaluation Committee thereafter issued the 2nd Revised Evaluation Report dated 25.02.2026, uploaded on MEPCO's website (not on EPADS, nor communicated by mail), which again declared the Appellant non-responsive this time abandoning the unauthorized "site visit" ground entirely and invoking, for the first time, BDS Clause 10(3) as the basis. The Appellant described the Evaluation Committee's position in its 2nd GRC Complaint:

> The evaluation report refers to BDS Clause 10(3) of Section-III of the bidding documents to declare our firm as technically non- responsive on the basis that we failed to fulfill the operational performance criteria of 132kV ZM-1 type tower. Whereas we have provided six (6) nos., performance certificates pertaining to 132kV and 220kV towers including 3 nos. for 132kV ZM-1 towers specifically to fulfill the criteria under the BDS Clause 10(3) of Section-III.

This ground is wholly false and factually contradicted by the documentary record six performance certificates, three specifically for ZM-1 towers, were submitted and their receipt was acknowledged.

10. The Counsel for the appellant contended that being aggrieved, the Appellant filed its 2nd GRC Complaint vide letter No. AEL/MEPCO/26/3/4325 dated 02.03.2026, setting out in detail that the BDS Clause 10(3) ground was wholly without merit given the six performance certificates submitted and acknowledged. That the 2nd GRC Decision, vide Letter No. 2687-93/CE/CSD MEPCO dated 11.03.2026, once again accepted the Appellant's complaint, set aside the 2nd Evaluation Report dated 25.02.2026, and directed the Technical Evaluation Committee to re-evaluate the Appellant's bid strictly in accordance with the relevant clauses of the Bidding Documents. Respondent-MEPCO, for the second time, did not appeal this decision, thereby accepting its correctness and acknowledging the invalidity of the 2nd Evaluation Report and its BDS Clause 10(3) ground.

11. Further submitted that notwithstanding two successive, binding, and unchallenged GRC decisions directing fair re-evaluation within the Bidding Documents, MEPCO's Evaluation Committee issued the 3rd Revised Technical Bid Evaluation Report dated 16.04.2026 (hereinafter "Impugned Evaluation Report"), uploaded on EPADS, which for the third time declared the Appellant technically non-responsive this time on grounds entirely different from those cited in the 1st and 2nd Evaluation Reports. Upon receiving the Impugned Report, the Appellant stated:

> This time the non-responsive is due to entirely different reasons and it puts the whole evaluation process in doubt as to what it wants to achieve as a result and just finding different reasons and ways to achieve it.

12. That Being aggrieved, the Appellant filed its 3rd GRC Complaint vide letter No. AEL/MEPCO/26/4/4360 dated 21.04.2026, vehemently rejecting the Impugned

Evaluation Report as "baseless and unjustified" and lodging a formal complaint under Rule 48 of the PPRA Rules, 2004. That in response to the 3rd GRC Complaint, MEPCO'S GRC Convener, Respondent No. 3 Engr. Syed Jawad Mansoor, Chief Engineer/CSD, MEPCO H/Q Multan issued letter No. 2779-80/CE/MEPCO/CE(CSD) dated 27.04.2026 (hereinafter the "GRC Direction Letter"). Significantly, the GRC Convener did not decide the 3rd Complaint on merits and issued no fresh findings or directions to the Evaluation Committee. Instead, the GRC Direction Letter stated in unequivocal terms:

> With reference to subject matter tender, Grievance Redressal Committee has already decided your grievance vide letter referred at Sr. (ii).
>
> You are required to proceed as per PPRA Rule Clause 48(7) regarding subject matter.

13. That it is important to note that the reference at Sr. (ii) in the GRC Direction Letter is to the CE/CSD MEPCO office letter No. 2687-93 dated 11.03.2026 being the 2nd GRC Decision which had already set aside the 2nd Evaluation Report and directed re-evaluation in the Appellant's favour. By this GRC Direction Letter, MEPCO's own GRC:

    i. confirmed that the matter had already been decided in the Appellant's favour;

    ii. recognized that notwithstanding two binding GRC decisions, MEPCO's Evaluation Committee had persisted in declaring the Appellant non-responsive (this time via the Impugned Evaluation Report dated 16.04.2026), in brazen violation of both GRC orders; and

    iii. found itself unable to provide further effective relief within its own jurisdiction, and accordingly directed the Appellant to invoke the jurisdiction of the PPRA under Rule 48(7) as the higher and competent forum. In pursuance of this express direction, and in recognition of the complete breakdown of the procurement process, the Appellant now files the instant Appeal.

14. The counsel for the appellant further submitted that the 1st Evaluation Report dated 07.01.2026 was conducted on grounds wholly outside the Bidding Documents and is ultra vires the PPRA Rules, 2004. ITB Clause 33.2 is absolute: "No other evaluation criteria or methodologies shall be permitted. No provision of the Bidding Documents authorizes an inspection team site visit for evaluation purposes. ITB Clause 36.4 further mandates: "Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications." By relying on unauthorized external inspection findings with no BDS clause cited the Evaluation Committee acted entirely beyond its prescribed jurisdiction. This is void ab initio and was rightly annulled by the 1st GRC. The resort to unauthorized methodology at the very outset conclusively demonstrates that the Evaluation Committee could find no legitimate ground within the Bidding Documents to justify exclusion and was therefore compelled to fabricate one from outside.

15. Further submitted that the 2nd Evaluation Report dated 25.02.2026, declaring the Appellant non-responsive under BDS Clause 10(3), is perverse, dishonest, and factually baseless. BDS Clause 10(3) requires a minimum of two (2) operational certificates for material in satisfactory operation for three (3) continuous years. Against this minimum, the Appellant submitted six (6) performance certificates three (3) specifically for 132kV ZM-1 towers (from PESCO and GEPCO), covering operations of 4, 7, and 14 years respectively all of which were acknowledged by the Evaluation Committee upon receipt. The PESCO certificate

alone (86 nos. ZM-1 towers since 2021 = 78.18% of tendered quantity = 4+ years operation) satisfies both BDS Clause 10(1) and BDS Clause 10(3) on its own. The Evaluation Committee's declaration of non-responsiveness in the teeth of six compliant performance certificates three specifically for the tendered ZM-1 tower type constitutes a perverse and wholly dishonest finding that was rightly set aside by the 2nd GRC,

16. Further submitted that this precise issue namely, whether performance certificates for material of "similar or higher rating" should be accepted under BDS Clause 10(3) has already been authoritatively decided by this Honourable Appellate Committee in Appeal No. PPRA/AP-40/2025 (M/s Global Technologies (Pvt.) Ltd. vs. MEPCO), which coincidentally involved the same Respondent MEPCO as the procuring agency. The operative observations of this Honourable Committee in Para 24 of the said Order dated 04.11.2025 are reproduced hereunder:

> Para 24 of Order in PPRA/AP-40/2025: "The Committee further observed that Clauses 13.3(b)(1) and 13.3(b)(2) of the Bid Data Sheet explicitly permit consideration of material having 'similar or higher rating. Accordingly, "the Performance Criteria under sub-clause 3 may be interpreted in the same manner, by applying the analogy derived from the aforementioned clauses." However, the record established that the Technical Evaluation Report (TER) was uploaded on the Authority's website on 01.10.2025...."

17. The principle established by this Honourable Authority in the aforesaid order is directly and unambiguously applicable to the present case. BDS Clauses 10(1) and 10(2) expressly allow "similar or higher rating" material for contractual experience and manufacturing experience respectively. By the same analogy authoritatively

confirmed by this Honourable Committee BDS Clause 10(3) (performance criteria) must equally be interpreted to accept performance certificates for material of similar or higher rating. The Appellant submitted three (3) certificates specifically for ZM-1 132kV towers and three (3) certificates for higher-rating 220kV towers all of which are fully valid under BDS Clause 10(3) as interpreted by this very Authority. MEPCO's Evaluation Committee thus declared the Appellant non-responsive on a ground that directly contradicts a precedent issued by this Honourable Committee against MEPCO itself a position that is legally untenable, embarrassing, and deserving of strong censure.

18. The counsel for the appellant further submitted that the Evaluation Committee was under a mandatory legal duty to conduct a single, comprehensive, and definitive assessment of the Appellant's entire technical bid and to issue one evaluation report containing all findings and having sought and acknowledged post-bid clarifications, it was absolutely precluded from subsequently reverting to any ground of non-responsiveness arising from the clarified documents. Under the PPRA Rules, 2004 and the Bidding Documents, the Technical Bid Evaluation process is a one-time, comprehensive statutory exercise. The Evaluation Committee is constituted for the specific purpose of conducting a thorough, singular review of all bid documents and issuing a conclusive evaluation report. ITB Clause 29.5 of the Bidding Documents provides that "the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid". When MEPCO invoked this provision by seeking post-bid clarifications vide letter No. 3344-45 dated 03.02.2026 and when the Appellant submitted comprehensive clarifications

and supporting documents vide letter No. AEL/MEPCO /26/2/4322 dated 06.02.2026, the receipt of which was duly acknowledged by MEPCO the Evaluation Committee was thereafter absolutely estopped from raising any ground of non-responsiveness relating to those very documents and the issues covered by the clarifications. The acknowledgment of receipt of the Appellant's clarifications constitutes, in law, a representation that those clarifications were accepted for consideration and MEPCO cannot, in the same breath, declare the bid non-responsive on the very grounds that were the subject of the clarification exercise. Furthermore, the GRC having twice directed the Evaluation Committee to re-evaluate "strictly in accordance with the relevant clauses of the Bidding Documents" did not direct the Evaluation Committee to find fresh new grounds of non-responsiveness not previously raised. The re-evaluation mandate was expressly constrained to the specific issues already identified and litigated. The Evaluation Committee's introduction of entirely new grounds in each successive evaluation rather than genuinely revisiting and correctly applying the criteria already in issue constitutes a flagrant disregard of the GRC's specific directions and an abuse of the re- evaluation mechanism. No law or rule permits a procuring agency's evaluation committee to conduct multiple evaluations of the same bid and discover new grounds of non-responsiveness on each occasion, such a practice is manifestly contrary to the principles of finality, certainty, and fairness that underpin the public procurement framework.

19. Further submitted that the most decisive legal infirmity vitiating the entire evaluation process is the proven, documented pattern of mala fide, predetermined, and arbitrary conduct by MEPCO's Evaluation Committee

conclusively established by the fact that three successive evaluations of the same bid produced three entirely different, mutually inconsistent, and sequentially abandoned grounds of non-responsiveness:

a. 1st Evaluation (07.01.2026): Ground: Unauthorized site visit / inspection team (no BDS clause). Result: Abandoned. Set aside by GRC-1. MEPCO accepted.
b. 2nd Evaluation (25.02.2026): Ground: BDS Clause 10(3) - alleged failure of operational performance criteria, despite 6 certificates (3 for ZM-1). Result: Abandoned. Set aside by GRC-2 (Letter No. 2687-93 dated 11.03.2026). MEPCO accepted.
c. 3rd Evaluation (16.04.2026): Ground: Entirely different and new grounds. Result: Impugned. GRC directed Appellant to PPRA (Letter No. 2779-80 dated 27.04.2026).

20. Further submitted that a genuine and bona fide evaluation would identify the same deficiency consistently across every assessment of the same bid. The sequential abandonment of each ground of non-responsiveness only to substitute an entirely new and different ground conclusively demonstrates that the Evaluation Committee never genuinely believed any of its invoked grounds to be valid; it had a fixed predetermined conclusion of exclusion and was cycling through manufactured pretexts to justify it. This is mala fide of the highest order. The Superior Courts of Pakistan have consistently held:

a. An authority acting with a predetermined mind, without genuine consideration of the merits, acts mala fide.

b. Mala fide is established where an authority acts arbitrarily and without bona fide application of relevant law and facts.

c. An administrative body that shifts its grounds in successive proceedings, abandoning each upon challenge, acts mala fide; its decisions are void.

d. Where an authority repeatedly changes grounds to achieve a predetermined outcome, such conduct vitiates the entire decision-making process.

e. Technical bid evaluation criteria in public procurement must be consistently and uniformly applied; inconsistent treatment is arbitrary and unlawful.

21. Further submitted that the Doctrine of Estoppel and the Principle of Consistency in administrative action bar MEPCO from raising successive new grounds of non-responsiveness. By failing to appeal the 1st and 2nd GRC Decisions and by acting upon those decisions, MEPCO formally accepted and acknowledged: (i) that the "site visit" ground was unlawful; and (ii) that the "BDS Clause 10(3)" ground was equally unfounded. Having approbated these findings, MEPCO is now estopped from maintaining any new ground of non-responsiveness against the same bid. The principle against approbation and reprobation is firmly established in Pakistani law; the doctrine of estoppel operates against public authorities where they have accepted a position and others have acted in reliance; a public authority cannot take inconsistent positions in successive proceedings to another party's prejudice. Issue Estoppel further bars MEPCO from raising any ground that was, or could reasonably have been, raised in the earlier evaluations.

22. Further submitted that the GRC Direction Letter No. 2779-80/CE/MEPCO/CE(CSD) dated 27.04.2026 is itself a remarkable and unprecedented acknowledgment by MEPCO's own GRC that the Evaluation Committee has

defied two successive binding GRC decisions and that the matter is beyond the remedial reach of the GRC's own jurisdiction. The GRC's reference to its "already decided" grievance (i.e. the 2nd GRC Decision dated 11.03.2026, which set aside the 2nd Evaluation Report in AEL's favour) makes clear that the Impugned Evaluation Report dated 16.04.2026 was issued in defiance of a standing, binding GRC order. The fact that MEPCO's own GRC found it necessary to direct the Appellant to the higher forum rather than again directing the Evaluation Committee to comply speaks volumes about the depth and gravity of the Evaluation Committee's institutional defiance. This Honorable Authority has the jurisdiction and the duty to remedy what MEPCO's internal GRC could not to enforce the binding outcomes of the procurement grievance mechanism and to end the systematic abuse of the evaluation process.

23. Further submitted that the Evaluation Committee's willful and deliberate defiance of two successive binding GRC Orders by issuing the Impugned Evaluation Report dated 16.04.2026 in direct violation of the standing GRC Decision dated 11.03.2026 constitutes a grave institutional misconduct that goes beyond mere procedural non-compliance. The following legal consequences flow from this defiance:

    a. The Members of the Technical Bid Evaluation Committee, being public servants and officers of a public sector entity bound by the PPRA Rules, 2004, had a statutory duty to give full faith and effect to the binding GRC Decisions. Their deliberate failure to do so renders the Impugned Evaluation Report not merely illegal but a product of willful institutional misconduct, which this Honorable Authority has the power and jurisdiction to address under its regulatory authority conferred by the PPRA Ordinance, 2002 and the PPRA Rules, 2004.

b. The GRC, constituted under Rule 48 and Clause 47 of the ITB of the Bidding Documents, issues decisions that carry the force of binding administrative determinations within the procurement framework. MEPCO's Evaluation Committee, by issuing the Impugned Evaluation Report in defiance of the GRC Decision dated 11.03.2026, acted in contempt of an administrative authority and in violation of the rule of law.

c. The conduct of the Evaluation Committee members in issuing three successive evaluation reports on three different grounds, each contradicting the previous, and in flagrantly defying two binding GRC orders-warrants that this Honorable Authority exercise its regulatory oversight powers to direct a formal inquiry against the members of the Technical Bid Evaluation Committee for misconduct, malpractice, and willful defiance of binding administrative orders. The PPRA has regulatory authority and a public interest mandate to ensure accountability of procuring agency officials who abuse the procurement framework, and this is an appropriate case for the exercise of such authority.

24. That the mala fide and unlawful conduct of MEPCO's Evaluation Committee has caused an inordinate delay of over six (6) months in the completion of the technical evaluation from the date of bid opening (10.10.2025) to the present (May 2026) and this delay is itself a violation of the PPRA Rules, 2004 and a direct and continuing injury to MEPCO, the public exchequer, and the Appellant. The following consequences of this wrongful delay are of critical concern:

a. Material Price Escalation: Transmission line towers comprise structural steel and hot-dip galvanizing as their primary raw materials commodities whose prices are highly volatile and subject to upward pressure. The Appellant and all bidders submitted their financial bids (which remain sealed and unopened) at prices prevailing in September-October 2025. The prolonged delay caused by MEPCO's mala fide evaluation process has exposed all bidders and ultimately MEPCO and the public exchequer to the risk of material price escalation. The prices quoted in sealed financial bids are now many months old and may no longer reflect current market realities.

b. Risk of Scrapping/Re-Tendering: Under the Bidding Documents, the bid validity period is 120 days from the date of bid opening. The validity has already been extended beyond its original period due to this unlawful delay. If the evaluation process is not completed within the remaining or any further extended validity period, MEPCO will be compelled to scrap the tender and re-tender at significantly higher prices due to material cost escalation causing direct, quantifiable, and avoidable loss to the public exchequer. This outcome represents the complete antithesis of the "value for money" principle,

c. Disruption of Deposit Works; Lot-III pertains to Deposit Works infrastructure projects funded by the consumer/depositor. The protracted delay in completing the evaluation has caused corresponding delays in the execution of these projects, to the direct detriment of end-consumers and the power distribution network.

25. Further submitted that Rule 4 of the PPRA Rules, 2004 mandates economy and efficiency in public procurement. Unnecessary and unlawful delay that results in higher procurement costs, re-tendering, and disruption of funded projects is the antithesis of economy and efficiency and is itself a violation of Rule 4. The Hon'ble Courts of Pakistan has repeatedly held that procurement processes must be conducted expeditiously and that unjustified delays undermine the objectives of public procurement law.

26. Further submitted that the actions of MEPCO's Evaluation Committee violate each and every foundational principle of

public procurement mandated by Rule 4 of the PPRA Rules, 2004, which provides:

> Rule 4 of the PPRA Rules, 2004: "Procuring agencies, while making any procurement, shall ensure that the procurement are conducted in a fair manner, the object of the procurement brings value for money to the agency and the procurement is efficient and economical.

The following Legal and Procurement Principle/standards being violated by MEOCO:

> a. Economy and Efficiency: Violated by inordinate 6-month delay; risk of re-tendering at higher cost; exclusion of a competitive bidder likely to offer value for money.
>
> b. Competition: Violated by the deliberate exclusion of a qualified and competitive manufacturer from the SSTE process, reducing effective competition and undermining the competitive procurement mandate.
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> c. Transparency: Violated by conducting an unauthorized site inspection in the 1st evaluation (outside the prescribed evaluation methodology): by uploading the 2nd Evaluation Report on MEPCO's website instead of EPADS; and by shifting grounds of non-responsiveness in a manner inconsistent with the disclosed evaluation criteria.
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> d. Equitable Treatment: Violated by subjecting the Appellant to repeated evaluations on shifting grounds while other bidders face no such treatment, constituting discriminatory and unequal application of the evaluation criteria.

27. Further submitted that Rule 10 of the PPRA Rules, 2004 mandates that procuring agencies shall use open competitive bidding, and that the integrity of the competitive process must be maintained. The systematic exclusion of a qualified bidder on manufactured grounds undermines the very foundation of open competitive

bidding. Reference is also made to Rule 32 of the PPRA Rules, 2004 (evaluation of bids must be based on specified criteria only) and Rule 35 of the PPRA Rules, 2004 (evaluation reports must be published transparently and reflect accurate findings). The Respondent-MEPCO has violated each of these provisions.

28. Further submitted that the entire evaluation process conducted by MEPCO's Evaluation Committee constitutes "Mis-Procurement" within the meaning of Rule 50 of the PPRA Rules, 2004, read with Rules 29 and 30 thereof. Rule 50 of the PPRA Rules, 2004 provides unambiguously:

> Rule 50 of the PPRA Rules, 2004 (Mis-Procurement): "Any procurement made without following the provisions of these rules shall be considered to be mis-procurement."

29. The Evaluation Committee's conduct has violated the following mandatory provisions of the PPRA Rules, 2004:

> Rule 29 (Preliminary Examination of Bids): The Evaluation Committee is required to examine bids solely to determine whether they meet the eligibility criteria and prescribed conditions of the Bidding Documents, and whether they are substantially responsive to the prescribed requirements. Rule 29 prohibits the Evaluation Committee from applying criteria or parameters not disclosed in the Bidding Documents. By conducting an unauthorized "site visit" in the 1st Evaluation a methodology nowhere mentioned in the Bidding Documents the Evaluation Committee directly violated Rule 29. This violation renders the 1st Evaluation Report an act of mis-procurement under Rule 50.

> Rule 30 (Examination of Terms and Conditions; Technical Evaluation): Rule 30 requires the procuring agency to evaluate the technical aspects of bids strictly in accordance with the terms and conditions and technical specifications prescribed in the Bidding Documents, and to confirm that

requirements have been met without material deviation. Rule 30 mandates, consistency, finality, and fidelity to the prescribed evaluation criteria. By: (i) issuing three successive evaluation reports, each on a different ground, in violation of the principle of single comprehensive evaluation; (ii) misapplying BDS Clause 10(3) in the face of six compliant performance certificates, and (iii) defying two binding GRC orders directing compliant re-evaluation MEPCO's Evaluation Committee has violated Rule 30 in the most egregious manner. Each successive evaluation report issued in violation of Rule 30 constitutes an act of mis-procurement under Rule 50.

30. Further submitted that the cumulative effect of these violations is that the entire technical evaluation process in Tender No. PMU-18/2025-26 (Lot-III) must be declared to be mis-procurement within the meaning of Rule 50 of the PPRA Rules, 2004. The consequences of mis-procurement are severe: a contract awarded pursuant to a mis-procurement is void under Rule 36 of the PPRA Rules, 2004, which provides that any contract made in contravention of the provisions of these rules shall be void. It is accordingly prayed that this Honorable Authority declare the entire evaluation process as mis-procurement, set aside all three evaluation reports, and direct a fresh, lawful, and compliant evaluation by a newly constituted Evaluation Committee.

31. Further submitted that the Principle of Legitimate Expectation further entitles the Appellant to relief. Having successfully challenged two successive evaluation reports and obtained binding GRC decisions in its favour, the Appellant had a clear, reasonable, and legitimate expectation that:

   a. any final re-evaluation would be conducted honestly and consistently within the Bidding Documents;

b. no fresh new grounds of non-responsiveness not previously identified would be raised; and

c. the binding GRC orders would be faithfully implemented. MEPCO's successive resort to entirely new grounds of non-responsiveness in each re-evaluation has frustrated and violated this legitimate expectation in the most egregious manner.

32. Further submitted that each of the three Evaluation Reports constitutes a non-speaking order, issued without adequate reasoning and in violation of the principles of natural justice and Rule 35 of the PPRA Rules, 2004. The 2nd and 3rd Evaluation Reports fail to engage with the six performance certificates submitted by the Appellant and acknowledged by MEPCO certificates that directly and conclusively satisfy BDS Clause 10(3). A decision-maker who ignores conclusive documentary evidence directly contrary to its finding acts in breach of natural justice.

33. Further submitted that during the pendency of this Appeal, the operation of the procurement proceedings for Tender No. PMU-18/2025-26 (Lot-III) be suspended, and Respondent-MEPCO be restrained from taking any further action in the said procurement including opening of financial bids of other bidders, issuance of Letter of Intent, and/or award of contract to any other bidder, to prevent this Appeal from being rendered infructuous.

34. The counsel for the Respondent (MEPCO) submitted that the above-titled appeal is pending adjudication before this Hon'ble Forum. The appellant has filed the same by distorting facts to deceive and mislead this Hon'ble Forum on false and fabricated grounds; hence, the same deserves to be dismissed. The instant appeal is both legally and

factually not maintainable and is liable to be dismissed. The appeal of the appellant suffers from misjoinder and non-joinder of necessary parties. The appellant has not approached this Hon'ble Forum with clean hands and has concealed material facts.

35. Further submitted that the Tender No. 18/2025-26 was floated by the answering respondents under the approved Procurement Plan for the financial year 2025-26 for the procurement of 132 KV Towers, Extensions, Stubs & Cleats under MEPCO own resources and Deposit Works requirements of GSC formation. The tender was opened through EPADS on 10.10.2025. The detail of tendered quantity against available store balance and GSC requirements is reproduced as under:

<table>
<tr><th>Lot</th><th>Description</th><th>Tender Qty: (No.)</th><th>GSC Own Source requirement</th><th>GSC requirement Deposit Works</th><th>Total</th><th>Available Total Store Balance</th><th>Tender QTY (No.)</th></tr>
<tr><td rowspan="2">I & III</td><td>Tower Type ZM-1</td><td>221</td><td>295</td><td>110</td><td>405</td><td rowspan="2">184</td><td>221</td></tr>
<tr><td>Stubs & Cleats for ZM-1</td><td>221</td><td>295</td><td>110</td><td>405</td><td>221</td></tr>
<tr><td>II</td><td>Braces for Tower/Extension</td><td>LOT</td><td>LOT</td><td>-</td><td>LOT</td><td>LOT</td><td>LOT</td></tr>
<tr><td rowspan="2">IV</td><td>3-Mtr Leg Extension for ZM-1</td><td>5</td><td>64</td><td>31</td><td>95</td><td>90</td><td>5</td></tr>
<tr><td>3-Mtr Leg Extension for ZM-30</td><td>7</td><td>20</td><td>11</td><td>31</td><td>24</td><td>7</td></tr>
<tr><td rowspan="2">V</td><td>Tower Type ZM-60</td><td>11</td><td rowspan="2">23</td><td rowspan="2">21</td><td rowspan="2">44</td><td rowspan="2">33</td><td>11</td></tr>
<tr><td>Stubs & Cleats for ZM-60</td><td>11</td><td>11</td></tr>
</table>

36. Further submitted that the technical bid was opened through EPADS on 10.10.2025 by the Standing Tender Opening Committee constituted vide Office Order No. 14/1839-47 dated 25.09.2019. The following firms participated in the tender against different Lots as tabulated below:

Sr. #	Name of Bidders
1	M/s Spleen Manufacturing Lahore (Lot-II, IV & V)
2	M/s Specialist Group Inc. Lahore (Lot-III)
3	M/s Associated Technologies Lahore (Lot-I & III)
4	M/s F.N Power Lahore (Lot-I, IV, & V)
5	M/s Alamadar Engineering Lahore (Lot-III)

37. Further submitted that after opening of technical bids, the same were forwarded to the Chief Engineer Strategic Planner, MEPCO, being Convener of the Tender Evaluation Committee, vide letter No. 1934-42 dated 10.10.2025, for detailed technical evaluation in accordance with PPRA Rules, 2004 and the Bidding Documents.

38. That during technical scrutiny, the Tender Evaluation Committee considered it necessary to verify the manufacturing capability, operational status, and infrastructure of M/S Alamdar Engineering (Pvt) Ltd., Lahore. Consequently, a physical verification visit was conducted on 24.10.2025 by a MEPCO Inspection Team comprising of:

    (i) Chief Supply Chain Management Officer, MEPCO

    (ii) Deputy Manager, Contract Management, MIRAD, MEPCO

    The Inspection Team visited the following sites of M/S Alamdar Engineering (Pvt) Ltd:

    (i) Registered Office, DHA Phase-I, Lahore

    (ii) Galvanizing Unit near Mehmood Booti, Lahore

    (iii) Manufacturing Unit at the location provided by the firm through GPS coordinates

39. That after physical verification of the above-mentioned locations, the inspection team submitted a comprehensive report wherein the following observations were recorded:

(i) The registered office of M/S Alamdar Engineering (Pvt) Ltd was found non-operational during the visit.

(ii) The galvanizing unit appeared to be jointly or solely operated by another entity, namely M/S Arshad Engineering Works, and no signboard of M/S Alamdar Engineering (Pvt) Ltd was present at the site,

(iii) The manufacturing facility was found locked and inactive, with no staff or evidence of any current manufacturing operations at the site.

That in light of the aforesaid inspection findings and the overall evaluation process, the Tender Evaluation Committee declared M/s Alamdar Engineering (Pvt) Ltd. technically non-responsive vide evaluation report conveyed through Chief Engineer Strategic Planner Letter No. 6538-48 dated 05.01.2026.

40. Further submitted that subsequently, M/s Alamdar Engineering (Pvt) Ltd. filed a grievance petition before the Grievance Redressal Committee (GRC) MEPCO vide letter No. AEL/MEPCO/26/1/4298 dated 10.01.2026.

41. That the GRC, after considering the grievance petition and relevant bidding documents, set aside the earlier technical evaluation to the extent of the inspection observations and directed re-evaluation of the technical offer strictly in accordance with the relevant clauses of the Bidding Documents.

42. That in compliance with the GRC directions, the Chief Engineer (Dev.) PMU MEPCO, Multan, vide letter No. 4373-82/Proc dated 19.01.2026, requested the Chief Engineer Strategic Planner MEPCO, being Convener of the Tender Evaluation Committee, to re-evaluate LOT-III of Tender No.

18/2025-26 as M/s Alamdar Engineering (Pvt) Ltd Lahore only participated in Lot-III.

43. That during the second technical evaluation, the Tender Evaluation Committee thoroughly scrutinized the documents submitted by M/s Alamdar Engineering (Pvt) Ltd. and declared the firm technically non-responsive on the ground that the bidder had failed to fulfil the operational performance criteria for 132 KV ZM-I type towers, as required under BDS Clause 10(3), Section III of the Bidding Documents.

44. That thereafter, M/S Alamdar Engineering (Pvt) Ltd. again filed a grievance petition before the GRC MEPCO challenging the second technical evaluation. The Grievance Redressal Committee, vide letter No. 2687-97 dated 11.03.2026, directed the Tender Evaluation Committee to re-evaluate the bid strictly in accordance with Clause 10.13.3(b) 3 of the Bid Data Sheet Pursuant to the said GRC directions, the Tender Evaluation Committee re-evaluated the bid of M/s Alamdar Engineering (Pvt) Ltd. in a fair, transparent, and impartial manner.

45. That during re-evaluation, it was observed that the bidder had failed to submit at least two satisfactory operational performance certificates for the offered 132 KV ZM-1 type towers, as mandatorily required under BDS Clause 10(3), Section III of the Bidding Documents. It was further observed that the bidder had also failed to submit prototype approval of the offered 132 KV ZM-1 type towers from NTDC, as required under Clause 5.1.2 of Section V of the Bidding Documents.

46. That owing to the aforesaid mandatory deficiencies, M/S Alamdar Engineering (Pvt) Ltd. was again declared technically non-responsive by the Tender Evaluation

Committee. Thereafter, M/S Alamdar Engineering (Pvt) Ltd. once again filed a grievance petition before the GRC MEPCO vide letter No. AEL/MEPCO/26/4/4360 dated 21.04.2026. The GRC, after examining the matter, conveyed that the issue had already been decided previously and advised the appellant to avail the remedy available under Rule 48(7) of the PPRA Rules, 2004.

47. That subsequently, the financial bids of technically responsive bidders were opened through EPADS on 04.05.2026 and were forwarded to the Tender Evaluation Committee vide letter No. 6625-30 dated 04.05.2026 for financial evaluation. Now the financial evaluation has been completed. The extended bid validity period has already been expired on 07.06.2026 and further extension in bid validity is not possible as per PPRA rules so there has no option left except to scrap the tender due to interference of M/s Alamdar Engineering Lahore in tendering process and firm is responsible for all the delays and non-finalization of tender.

48. Further submitted that the allegations levelled by the appellant regarding mala fide intent, bias, arbitrariness, and discrimination are vehemently denied, being false, baseless, and contrary to the record. The Tender Evaluation Committee acted strictly in accordance with the Bidding Documents, PPRA Rules, 2004, and directions issued by the GRC from time to time. The re-evaluation process was undertaken solely to ensure fairness, transparency, and procedural compliance and does not, in any manner, establish mala fide or discriminatory conduct.

49. Further submitted that the appellant has deliberately attempted to misinterpret BDS Clause 10(3). The requirement regarding satisfactory operational performance certificates is an independent and mandatory

eligibility condition that the bidder was required to fulfil unequivocally. The mere submission of certain certificates does not automatically establish responsiveness unless the procuring agency is satisfied that such certificates fulfil the exact requirements of the bidding documents relating to operational performance, the offered tower type, and prescribed specifications. The procuring agency, being the technical authority, is fully competent under procurement law to evaluate the technical responsiveness and operational compliance of bidders in accordance with the Bidding Documents.

50. That in PPRA Appeal No. AP-20/2025, heard on 16.06.2025 and 24.06.2025, the Hon'ble PPRA Appellate Committee reaffirmed the well-settled principle that technical evaluation primarily falls within the competence and domain expertise of the procuring agency, and that interference is unwarranted where evaluation has been conducted in accordance with the Bidding Documents and the applicable procurement framework.

51. The appellant has failed to establish any violation of PPRA Rules, 2004, the Bidding Documents, or procurement principles by MEPCO. On the contrary, the record clearly demonstrates that repeated opportunities were afforded to the appellant and the matter was reconsidered multiple times in compliance with GRC directions. The allegation of mis-procurement under Rule 50 of the PPRA Rules, 2004 is misconceived, unfounded, and strongly denied. No procurement rule has been violated and the procurement process has remained transparent, competitive, and legally compliant throughout. The integrity of public procurement cannot be compromised merely to accommodate a bidder who has failed to fulfil mandatory technical requirements prescribed in the Bidding Documents.

52. Further submitted that with regard to para 1 of the appeal concerning the filing of the appeal through its authorized representative Mr. Ahmad Sheraz, Director Operations the appeal has not been filed by a competent person as envisaged under Order 29 of the CPC; hence the appeal is liable to be dismissed.

53. Further submitted that this Hon'ble Forum lacks jurisdiction to adjudicate upon the matter, and the instant appeal is premature, legally incompetent, and liable to be dismissed. After detailed examination, the Grievance Redressal Committee unanimously concluded that the appellant failed to comply with the IB qualification criteria due to non-submission of the mandatory prototype/type test report in accordance with IB-3, Clause 5 of the Bidding Documents. The declaration of the bidder as technically non-responsive was therefore well-founded. The Grievance Redressal Committee rightly rejected the appeal of the appellant while considering the Bidding Documents. The appellant must prove its own case. However, the experience claimed with regard to manufacturing the requisite material does not fulfil the criteria as stipulated in the Bidding Documents.

54. Further submitted that during the hearing the appellant argued beyond the contents of the captioned appeal. The questions raised were specific and limited to MEPCO's alleged failure to provide detailed reasons for non-responsiveness within 10 days. However, even before the first hearing before the Grievance Redressal Committee, the GRC issued a detailed reasoned decision and MEPCO issued the Bidding Evaluation Report stating the reasons for declaring the appellant non-responsive. Furthermore, the grounds raised in the captioned appeal were addressed and the relief claimed in the prayer has been granted.

Therefore, the captioned appeal has become infructuous and is liable to be dismissed.

55. Further submitted that the appellant has deliberately attempted to misinterpret BDS Clause 10(3). The requirement regarding satisfactory operational performance certificates is an independent and mandatory eligibility condition that the bidder was required to fulfil unequivocally. The detail has been provided in the preliminary objections. The appellant has not submitted the prototype approval as stipulated in the Bidding Documents.

56. The GRC rightly declared the appellant non-responsive while considering the criteria under BDS Clause 10(3), Section III. The appellant has deliberately attempted to misinterpret BDS Clause 10(3). The requirement regarding satisfactory operational performance certificates is an independent and mandatory eligibility condition that the bidder was required to fulfil unequivocally. Further added that the performance certificates submitted by the appellant with the bid were not in accordance with the prescribed criteria; hence the appeal is liable to be set aside. The evaluation process was undertaken solely to ensure fairness, transparency, and procedural compliance and does not, in any manner, establish mala fide or discriminatory conduct.

57. Further submitted that the procuring agency, being the technical authority, is fully competent under procurement law to evaluate the technical responsiveness and operational compliance of bidders in accordance with the Bidding Documents.

58. Further submitted that the facts of this appeal with regard to the decision of this Hon'ble Appellate Committee in

Appeal No. PPRA/AP-40/2025, "M/S Global Technologies Pvt. Limited v. MEPCO etc.", are clearly distinguishable from the facts of the instant appeal; hence, the same is not admitted.

59. Further submitted that in PPRA Appeal No. 20/2025, this Hon'ble Appellate Committee affirmed the well-settled principle that technical evaluation primarily falls within the competence and domain expertise of the procuring agency, and that interference is unwarranted where evaluation has been conducted in accordance with the Bidding Documents and the applicable procurement framework. The appellant has failed to establish any violation of PPRA Rules, 2004, the Bidding Documents, or procurement principles by MEPCO. On the contrary, the record clearly demonstrates that repeated opportunities were afforded to the appellant and the matter was reconsidered multiple times in compliance with GRC directions. The GRC rightly rejected the appellant grievance on solid grounds, having duly considered the PPRA Rules, 2004 and the Bidding Documents. The integrity of public procurement cannot be compromised merely to accommodate a bidder who has failed to fulfil mandatory technical requirements stipulated in the Bidding Documents. The impugned decision rightfully declares the appellant technically non-responsive. The evaluation process was undertaken solely to ensure fairness, transparency, and procedural compliance and does not, in any manner, establish mala fide or discriminatory conduct. The allegation of mis-procurement under Rule 50 of the PPRA Rules, 2004 is misconceived, unfounded, and strongly denied. No procurement rule has been violated and the procurement process has remained transparent, competitive, and legally compliant throughout.

60. The counsel for the Respondent Specialist Group Inc. Limited/ Respondent No. 5 submitted that the captioned Appeal is pending adjudication before this learned Appellate Committee and is fixed for 23 July 2026. On 17 July 2026, the written reply on behalf of the Respondent No. 5 (SGI) to the captioned Appeal was dispatched to the Appellant and Respondents Nos. I to 4 via courier as well as through electronic means in compliance with this learned Committee's order dated 9 July 2026.

61. Further submitted that Multan Electric Power Company Limited ("MEPCO"), not arrayed as a party in the captioned Appeal, floated Tender No. PMU-18/2025-26 for invitation to bid to procure 132 KV ZM-1 Type Tower, Stubs and Cleats (LOT-III) ("Bid Items") with 23 September 2025 as submission and opening date of bids.

62. That among others, the Appellant and the answering Respondent participated in the aforementioned tender/bid for Lot III; on 10 October 2025, MEPCO opened the technical bids on EPADS; on 24 October 2025, MEPCO's Inspection Team conducted the site visit of the Appellant's manufacturing facility and returned the following findings in its report:

(a) the Appellant's galvanizing unit appeared to be jointly or solely operated by another firm: Arshad Engineering Works;

(b) the Appellant's manufacturing facility was inactive and locked and had no staff or evidence of current manufacturing operations,

(c) Appellant's registered office was found non-operational; and

(d) Appellant's signboard was not present at the galvanizing unit;

63. Further submitted that on 6 January 2026, vide the Technical Evaluation Report, the Technical Evaluation Committee ("Evaluation Committee") declared the Appellant as non-responsive bidder owing to the adverse findings in the report of MEPCO's Inspection Team. The answering Respondent and three (3) other firms were declared as responsive bidders. On 10 January 2026, the Appellant filed Complaint under Rule 48 of the PPRA Rules, 2004 (the "Rules") before the Grievance Redressal Committee ("Redressal Committee) of MEPCO on the following grounds:

(a) the Appellant fulfilled all the requirements and documents as per the tender conditions, and

(b) the First Technical Evaluation Report failed to mention the specific Clause of the bidding documents pursuant to which the Appellant was declared non-responsive.

64. That on 16 January 2026, vide its order ("First GRC Order"), the Redressal Committee set aside the Technical Evaluation Report and directed the Evaluation Committee to re-evaluate the Appellant's responsiveness; on 3 February 2026, vide its letter, the Evaluation Committee sought post-bid clarification from the Appellant pursuant to Clauses 10(3) and 5.12 under Section - V of the Bid Data Sheet ("BDS"); on 6 February 2026, the Appellant submitted post-bid clarifications; on 24 February 2026, vide the revised Technical Evaluation Report. the Evaluation Committee declared the Appellant as non-responsive for failing to fulfil the operational performance criteria as per Clause 10(3) of the BDS:

Technical offer of the bidder "M/s Alamdar Engg. (Pvt.) Ltd. Lahore" is not acceptable for quoted items (Lot-III) as the bidder has failed to fulfil the operational performance criteria of 132kV ZM-1 type tower as per BDS clause 10(3), section -III of bidding documents.

65. Further submitted that on 2 March 2026, the Appellant filed Complaint against revised Technical Evaluation Report under Rule 48 of the Rules; on 11 March 2026, vide its order ("Second GRC Order"), the Redressal Committee held that the Appellant failed to provide satisfactory operational certificates in respect of the Bid Items:

> *...12.... the satisfactory operational certificates of ZM-1 tower (offered material in bid) have not been attached with the bid. (emphasis added).*

66. Further added that yet, the Redressal Committee set aside the revised Technical Evaluation Report in a contradictory and presumptuous manner and without giving any reasons while directing the Evaluation Committee to re-evaluate the Appellant's responsiveness as per Clause 10 of BDS and Clause 13.3(b).3 of ITB;

67. Further submitted that on 16 April 2026, vide the revised Technical Evaluation Report ("Revised TER"). Evaluation Committee declared the Appellant as non-responsive bidder owing to:

> (a) failure of the Appellant to provide, at least, two (2) satisfactory operational certificates of the offered type tower (ZM-1) (see 10(3) Section III of BDS), and
>
> (b) failed to attach prototype approval of the offered type tower (ZM-1) from NTDC (see 5.1.2 Section V of BDS);

68. Further added that on 21 April 2026, the Appellant filed, yet again, another Complaint under Rule 48 of the Rules against the revised Technical Evaluation Report; on 27

April 2026, vide its order ("Third GRC Order"), the Redressal Committee ordered that the Appellant's grievance had already been decided and directed the Appellant to proceed as per Rule 48(7) of the Rules:

> *...with reference to subject matter tender, Grievance Redressal Committee has already decided your grievance vide letter referred at Sr. (ii) [Second GRC Order].*
>
> *You are required to proceed as per PPRA Rule Clause 48(7) regarding subject matter (emphasis added).*

69. Further submitted that subsequently, after 2 May 2026, i.e., the date of Pay Order of the Appeal fee, the Appellant filed the captioned Appeal. Surprisingly, the Appellant sought, among others, setting aside of the Evaluation Report dated 16 April 2026:

> *... i. SET ASIDE all TER including the 3rd Revised Technical Bid Evaluation Report dated 16.04.2026 (Impugned Evaluation Report) as illegal, mala fide, arbitrary, and contrary to the Bidding Documents and PPRA Rules, 2004;*
>
> *ii. DECLARE the entire Technical Bid Evaluation process in Tender... as vitiated by mala fide intent, arbitrariness, gross illegality, and systematic violation of the PPRA Rules, 2004 demonstrated by three successive evaluations on three entirely different. shifting, and abandoned grounds of non-responsiveness.... (emphasis added).*

70. The counsel for of the Respondent (M/s SGI) further submitted that on 14 May 2026, the answering Respondent filed an Application under Order 1, Rule 10 of Code of Civil Procedure, 1908, for its impleadment in the captioned Appeal, being a necessary and proper party; on 20 May 2026, the Authority formally impleaded the answering

Respondent as Respondent No. 5 on the consent of the Appellant and communicated the answering Respondent to attend the hearing scheduled for 15 June 2026 in respect of the captioned Appeal.

71. Further submitted that on 3 June 2026, vide its letter, the answering Respondent communicated that the Appellant had been blacklisted by the Asian Development Bank in terms of Letter No. OAI/02.13/13-0218-JB dated 6 March 2013 for a minimum period of four (4) years; and on 15 June 2026, this learned Committee directed the parties to file their replies to the captioned Appeal with advance copies to other parties.

72. Further submitted that the answering Respondent seeks dismissal of the captioned Appeal on, inter alia, the following grounds:-

(1) Appeal Not Maintainable - No Statutory Right

(a) As per Rule 48(7) of the Rules, an appeal lies against a decision of the grievance redressal committee whereas the Appellant has challenged the Revised TER, i.e., not the Third GRC Order. Accordingly, the captioned Appeal is not maintainable under Rule 48(7) of the Rules.

(b) It is settled law that right of appeal is a statutory right and must be specifically provided in the statute, i.e., the Rules. No right is granted to a party to file an Appeal against the technical evaluation report before the Appellate Committee of this learned Authority. Accordingly, the filing of the captioned Appeal in the absence of any statutory right renders it not maintainable.

(c) Even otherwise, the purported direction of the Redressal Committee cannot override the letter of the law, i.e., Rule 48(7) rendering the Appeal liable to be dismissed on this count alone.

(2) Not Maintainable-Non-Joinder of Procuring Agency

(a) The Appellant has sought relief (Prayer Clauses Nos. v. viii and ix) against MEPCO. In the Appellant's own reckoning, MEPCO is a necessary and proper party. However, the Appellant has failed to implead MEPCO in the captioned Appeal.

(b) It is settled principle of law that a party against which a relief is sought and is likely to be impacted by the outcome of proceedings ought to have been joined as a party (see, Syntron Limited vs. Huma ljaz, 2014 SCMR 531).

(c) Similarly, any Order passed by this learned Committee in the absence of MEPCO, which is a necessary and proper party to the captioned proceedings, renders it unsustainable in the eyes of the law as held by the superior Courts in Razia Sultana vs. M. Siddique, 2004 CLC 668 (Lahore).

(d) Accordingly, the omission to implead MEPCO renders the captioned Appeal liable to be dismissed for non-joinder of a necessary and proper party (MEPCO).

(3) Appeal Infructuous - Academic Discussion

(a) The delay caused by repeated frivolous proceedings initiated by the Appellant has resulted in expiry of the bid validity period on 7 June 2026 which has not been further extended by the procuring agency (MEPCO). The procuring agency (MEPCO) has already stated at page 5 of its Reply that the Tender is to be scrapped:

> *... the extended bid validity period has already expired on 07.06.2026 and further extension in bid validity is not possible as per PPRA rules so there has no option left except to scrap the tender due to interference of M/s Alamadar Engineering Lahore in tendering process (emphasis added).*

(b) It is trite law that jurisdiction of Courts cannot be invoked or exercised for mere academic discussions or futile purpose (see generally. Dr. Manzoor Malik vs. M. Khalid, 2024 PLD 109 (Lahore) and M. Masood ul Hassan vs. Maulana Masroor, 2019 LHC 114). In view of the scrapping of the Tender by the procuring agency (MEPCO), the Appellant may not achieve any useful purpose out of the captioned Appeal rendering the Appeal an exercise in futility. The Appeal is, accordingly, liable to be disposed off.

(4) Non-Responsive Bid

(a) As per Clause IB-13.3(b)(3) of the Biddings Documents, every bidder was required to provide two (2) valid operational performance certificates in respect of the Bid Items, i.e., 132 KV ZM-1 type Towers. However, instead of providing two (2) valid operational performance certificates for the Bid Items, the Appellant provided three (3) operational performance certificates for unrelated 220-KV EA & EG type Towers.

(b) Similarly, as per Clause 5.1.2 of the Bidding Documents, each bidder was required to provide the valid Prototype/Type Test Report according to NTDC specifications of the Bid Items. The Appellant, however, submitted prototype approval of unrelated 220-KV EA & EG type Towers.

(c) The aforementioned documents provided by the Appellant were deficient and against the evaluation criteria provided in the Bidding Documents due to the following reasons:

(i) the Bidding Documents did not require the suppliers to submit an operational performance certificate for 220-KV EA or EG type Towers, and the provision of such certificates amounted to variation/alteration of the Biding Documents which is impermissible as held by the honourable Islamabad High Court in Gemalto Middle East vs. FoP. 2020 CLD 151; and

(ii) the prototype approval from NTDC, specifically of the Bid Items was mandatory, and the same ought to be complied with without substitution with prototype test of any other type tower.

(d) The Appellant was declared non-responsive on account of its failure to provide the mandatory operational performance certificates and the Prototype/Type Test Report, which were material requirements for award of the contract.

(e) It has been consistently held by the superior Courts of Pakistan that requirements in the Bidding Documents are a benchmark for determining the eligibility of a bidder to participate in the bidding process. A bidder that fails to satisfy such a requirement is barred to participate in the bidding process much less to be awarded that contract (see generally, Gemalto Middle East, supra. AIR CIRO vs. Civil Aviation Authority, 2017 CLC 126 (Lahore), and Ayub vs. CDA, PLD 2011 Lahore 16).

(f) This learned Committee has also held that no deviation from the specifications, terms and conditions specified in the bidding documents and the evaluation criteria is permissible, and the procuring agency shall proceed strictly in accordance with terms and conditions set forth in the bidding documents (see, Alamdar Engineering (Private) Limited vs. Chief Engineer (Development), QESCO, PPRA/Appeal No. 16/2026). Accordingly, the failure to meet the mandatory requirements of Bidding documents renders the Appellant non-responsive.

(5) Appellant-Not Manufacturer

(a) Clause IB-13.3(b)(4) of the Bidding Document states that every bidder must have demonstrated its supply capacity, including the manufacturing capacity of the bidder. Mandatory registration with WAPDA/NTDC under category M-28 is required for local manufacturers supplying the following:

(a) Transmission Towers and Sub-station Gantries up to 132-KV:

(b) 220-KV Transmission Towers and Grid Station Gantries; and

(c) 500-KV Transmission Towers and Substation Gantries.

(b) The Appellant is not enlisted/registered with WAPDA/NTDC as per the List of Registered and Prequalified Suppliers/Firms. Thus, the Appellant fails to meet the requirements specified by the Regulators. Therefore, the Appellant is not a manufacturer per the Regulators -WAPDA/NTDC. Accordingly, the Appellant failed to meet the requirement under Clause IB.13.3(b)(4) of the Bidding Documents, which is fatal to the bid of the Appellant, and renders the Appellant technically non-responsive (see generally, Gemalto Middle East, supra. AIR CIRO, supra and Ayub, supra).

(c) Contrarily, the answering Respondent is pre-qualified/registered under various categories, including M-28.

(6) No Contractual Experience

(a) Clause IB.13.3(b)(1) of BDS requires that every bidder must have successfully supplied seventy percent (70%) quantity of the Bid Items during the last five (5) years by submitting contract(s)

(b) The Appellant failed to satisfy the aforementioned requirement. Instead, the Appellant submitted:

(i) the contract agreements beyond the five (5) year time frame from the date of bid, and

(ii) the contract agreements not pertaining to the Bid Items.

(c) The failure to meet requirements of Clause IB-13.3(b)(1) of BDS is fatal to the bid of the Appellant and renders the Appellant technically non-responsive. Accordingly, the non-fulfilment/failure to mandatory requirements in bidding process renders the captioned Appeal liable to dismissal (see generally, Gemalto Middle East, supra, AIR CIRO, supra and Ayub, supra

(d) The Appellant was also previously disqualified from the bidding process of SEPCO for not fulfilling the requirement of completing two (2) contracts of the offered material. The disqualification of the Appellant was also upheld by the Authority vide Order dated 16 June 2025. The Appellant has also filed a Writ Petition No. 3200 of 2025, titled Alamdar Engineering (Pvt.) Limited vs. FoP, before the honourable Islamabad High Court challenging the said Order of the Authority, which is still pending adjudication with a date in office, as is otherwise evidenced by Order dated 10 September 2025. It is pertinent to highlight that no interim relief was granted by the honourable Islamabad High Court on the Appellant's request.

(e) The conduct of the Appellant demonstrates that the Appellant has repeatedly misled the procuring agencies in order to secure public contracts. Accordingly, the conduct of the Appellant lacks bona fides and disentitles it from any equitable or discretionary relief.

(7) Evaluation Committee - Best Suited to decide Responsiveness

(a) The Appellant has failed to comply with the mandatory requirements prescribed in the Bidding Documents. The deficiencies identified in the Appellant's bid pertain to technical requirements and specifications; the determination whereof necessarily requires technical expertise and evaluation.

(b) Rule 29 of the Rules is mandatory in nature and obligates the procuring agency to formulate an appropriate evaluation criterion, which shall form an integral part of the bidding documents. In line with Rule 29, the procuring agency, that is, MEPCO, constituted its Evaluation Committee comprising persons possessing the requisite powers, authorization, and competency to evaluate the bidders, involving technical aspects of the procurement process. Accordingly, matters relating to technical compliance, specifications, Prototype/Type Testing requirements, and bid responsiveness fall squarely within the domain and expertise of the Evaluation Committee.

(c) The Authority is vested with limited authority to examine the decision rendered by the Evaluation Committee of the procuring agency in order to assess the correctness or otherwise of such decision while exercising appellate jurisdiction under Rule 48(7) of the Rules. In Arshad and Company vs. CDA, 2000 SCMR 1557, the Supreme Court held that it would not be possible for the Court to decide the factual controversy and disputed facts such as whether the petitioner/firm has got the skill, technical know-how, modern equipment's, capability and resource to accomplish the task in question and procuring agency is in better position to determine such ticklish and technical questions. Accordingly, the Public Procurement Regulatory Act, 2012 and the Rules do not permit the Authority to assume jurisdiction by inference in the domain of a procuring agency. (see generally. Hashir Surgical vs. KP PPRA, 2026 CLC 54 (Peshawar)).

(8) Mis-Joinder-Separate Persons

(a) The Respondents Nos. 1 to 4 are individuals and employees of MEPCO/procuring agency. On the other hand, MEPCO/procuring agency is a legal person. Thus, the Respondents Nos. I to 4 and MEPCO/the procuring agency are separate and distinct persons from each other (see, generally Ovex Technologies vs. PCM PK. PLD 2020 Islamabad 52 and in Tanvir Rasool vs. MAPCO, 2002 CLLD 157 (Lahore)). The actions undertaken by the Respondents Nos. 1 to 4 were carried out as employees of MEPCO/procuring agency and not in their individual capacities. The Appellant's grievance, if any, lies against MEPCO/procuring agency and not against employees (Respondents Nos. 1 to 4) of MEPCO/procuring agency. Accordingly, the Appellant has mis-joined the Respondents Nos. 1 to

4 in violation of Order 1, Rule 3, of the Code of Civil Procedure, 1908.

(b) Even otherwise, it is trite law that an employee, being a separate and distinct person, cannot be burdened with the liability of its employer/a legal entity. Accordingly, the Respondents Nos. 1 to 4 cannot be burdened with the liabilities, if any, of MEPCO/procuring agency as held in Tanvir Rasool, supra)

(9) Impossible Prayers

(a) The Appellant has sought a multitude of prayers/reliefs, including declaratory reliefs from this learned Appellate Committee. For example, the Appellant has prayed for a declaration that the bidding process has been vitiated. Likewise, the Appellant has prayed for a declaration that it may be declared a responsive bidder. Similarly, the Appellant has sought directions against MEPCO/procuring agency to declare it as responsive and to open financial bids and initiate departmental inquiry against the Evaluation Committee members (who had not been arrayed as parties in the Appeal).

(b) In terms of Rule 48(7) of the Rules, this learned Appellate Committee's jurisdiction can be invoked/exercised against dissatisfaction of a party with the decision of Redressal Committee's decision. The declaratory and directory reliefs sought by the Appellant are impossible to grant in exercise of jurisdiction under Rule 48(7) by this learned Appellate Committee as the same do not pertain to any order of Redressal Committee. Accordingly, the Appeal is not maintainable to the extent of the declaratory/directory reliefs sought by the Appellant.

(10) Appellant Blacklisted-Cross Debarred

(a) Even otherwise, the Appellant is ineligible to participate in the procurement process as it was debarred by the Asian Development Bank vide ADB Letter No. OAI/02.13/13-0218-JB dated 06 March 2013 for a period of four (4) years on account of engaging in fraudulent practices in an ADB-financed project. This learned Committee vide its Order dated 16 June 2026 in its judgment delivered in Appeal No. 16/2026, titled as Alamdar Engineering (Private) Limited vs. Chief Engineer (Development), QESCO, had observed that such debarment remains effective unless and until reinstatement is expressly granted by ADB, and no such reinstatement had been granted up to the date of submission of the bid in the instant procurement process. Accordingly, the Appellant remains cross-debarred under Rule 19(4) of the Rules.

(b) Even otherwise, the Appellant failed to disclose its prior debarment by ADB despite being under an obligation to furnish truthful and complete information regarding its eligibility. Such suppression constitutes a material misrepresentation and renders the Appellant liable to disqualification under Rule 18 of the Rules.

(c) Accordingly, the captioned Appeal is liable to be dismissed as the Appellant remains cross-debarred, and has made material misrepresentation, which is fatal to its bid.

(11) Consistent Misrepresentations

(a) The Appellant has consistently misrepresented its credentials as a qualified manufacturer/supplier of transmission line towers and allied equipment. The Appellant lacks the requisite in-house manufacturing and testing facilities, as mandated under the relevant procurement and technical standards mandated by NTDC and WAPDA. The Appellant is not a registered manufacturer of the Bid Items as it is not registered under M-28 category.

(b) The Appellant has misrepresented to having met the contractual experience criteria, manufacturing experience criteria, and the performance criteria by submitting irrelevant documents to deceive the procuring agency, the GRC, and now this learned Committee.

(c) In terms of Rule 18 of the Rules, the procuring agency is empowered to disqualify a supplier who submits fake information regarding its qualification. Accordingly, the Appellant is liable to be disqualified for misrepresenting material information.

(12) Loss to Public Exchequer

(a) The prolongation of the bidding process on account of repeated grievances filed by the Appellant on frivolous, baseless and unsubstantiated grounds have caused serious prejudice to the public exchequer and MEPCO. Any unwarranted delay in finalization of the procurement process would result in escalation of costs, exposure to price variations, and additional administrative and operational expenses to be borne by the public exchequer.

(b) Rule 4 of the Rules mandates that procurement should be of value for money to the agency. Since a considerable period has already elapsed since the initiation of the bidding process: therefore, any interference with or setting aside of the Revised TER dated 16 April 2026 issued by the Evaluation Committee would result in undue delay and cause financial loss to the public exchequer, value for money to the procuring agency and the procurement process shall become inefficient and uneconomical. The continued delay in the procuring process on account of frivolous allegations by the Appellant is violative to Rule 4 of the Rules and is against the object of Rules. It is a trite law that delay in awarding of contracts due to litigation brings loss to public exchequer. Accordingly, the captioned Appeal, being devoid of merit and causing unwarranted loss to the public exchequer, is liable to be dismissed (see generally, Creative Electronics vs. GoP, PLD 2020 Islamabad 319).

73. In terms of Rules 29 & 30 of the Public Procurement Rules, 2004, which is reproduced as under:

29. Evaluation criteria: -

Procuring agencies shall formulate an appropriate evaluation criterion listing all the relevant information against which a bid is to be evaluated. Such evaluation criteria shall form an integral part of the bidding

> *documents. Failure to provide for an unambiguous evaluation criteria in the bidding documents shall amount to mis-procurement.*
>
> 30. Evaluation of bids. –
> *(1) All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the prescribed bidding documents. Save as provided for in sub-clause (iv) of clause (c) of rule 36 no evaluation criteria shall be used for evaluation of bids that had not been specified in the bidding documents.*

74. It is pertinent to mention that no deviation from the specifications, terms and conditions specified in the bidding documents & evaluation criteria is permissible. The procuring agency shall proceed strictly in accordance with terms and conditions set forth in the bidding documents. All participants in the bidding process are bound by the terms and conditions of tender documents and cannot go beyond the purview and ambit of the tender documents.

75. In terms of Rule 26 "Bid validity" of the Public Procurement Rules, 2004, which states:

> *(1) A procuring agency, keeping in view the nature of the procurement, shall subject the bid to a bid validity period.*
>
> *(2) Bids shall be valid for the period of time specified in the bidding document.*
>
> *(3) The procuring agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.*

76. The Appellate Committee has heard the learned counsels for the parties and has carefully examined the pleadings of the parties, the Technical Evaluation Reports, the proceedings of the Grievance Redressal Committee (GRC), the Bidding Documents, the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), the relevant provisions of the Public Procurement Rules, 2004, and all material placed on record.

77. As per Section V of Bidding Document: Schedule of Requirements, Technical Specifications III (Deposit Works): Tower Type ZM-1 along with Nuts & Bolts and all allied accessories without Stub & Cleats.

BDS Clause 10(1) (Contractual Experience):

The Bidder/manufacturer must have successfully supplied 70% quantity of tendered material having similar or higher rating during last five years in a single or multiple contracts. Details in this regard should be submitted in the prescribed format given in standard forms of Bidding documents.

BDS Clause 10(2) (Manufacturing Experience):

The manufacturer must have at least 5 years design/manufacturing experience of tendered material having similar or higher rating. Details in this regard should be submitted in the prescribed format given in standard forms of Bidding documents.

BDS Clause 10(3) (Performance Criteria):

i. The offered material by the Bidder/Manufacturer should have been in satisfactory operation for a continuous period of at least three years prior to deadline for submission of Bids.

ii. In above context, at least two (02) satisfactory operational certificates shall be submitted with the bid from the end user(s) of offered equipment/goods.

78. MEPCO letter bearing No. 3344-45/CSP, dated 03-02-2026 subject titled "POST BID CLARIFICATION OF MEPCO TENDER NO. 18/2025-26 FOR 132 KV TOWERS & EXTENSIONS (LOT-III), addressed to M/s Alamdar Engineering Private Limited, states:

> *As per BDS clause 10(3), Section-III of bidding documents, 02-No. operational performance certificates of offered material (ZM-1 Tower) having satisfactory operation for a continuous period of at least three years prior to deadline for submission of bids are required but you have attached 03-No. operational performance of 220KV EA & EG Towers issued by PESCO instead of offered material out of which only 01 operational satisfactory performance certificate has operational period more than 3 years.*
>
> *Copies of Contract Agreement / PO & GRN of operational performance certificate issued by PESCO vide letter No. 3676-77 for 220KV EA & 220KV EG Type towers are not attached with the bid.*
>
> *As per clause 5.1.2, Section-V of bidding documents, protype approval of offered 132KV ZM-1 type tower is required but you have attached prototype approval of 220KV EA & EG Type Towers instead of offered 132KV ZM-1 type tower. Further, Technical Data of offered ZM-1 Tower approved at the time of prototype approval is also not attached with the bid.*

79. MEPCO letter bearing No. 2687-93/CE/MEPCO /CE(CSD)/PA dated 11-03-2026, addressed to Chief Engineer (Dev.) PMU, dated 11-03-2026, subject titled "Report of Grievance Redressal Committee under PPRA Rule 2004 (Amended up to date) Clause 48 on Grievance from M/s Alamdar Engineering Pvt Limited against its Technical Non-Responsiveness in Tender No. PMU-18/2025-26 LOT-III, Paras 12 and 13 of which states:

> *Para 12. The GRC observed that ZM-1 towers (offered material in the subject matter tender) are mentioned at Sr. 1 & 3 in the performance record attached by the*

bidder along with bid as per requirement of the clause 10.13.3 (b).3. Moreover, the satisfactory operational certificates of ZM-1 Tower (offered material in the bid) has not been attached with the bid.

Para 13. Moreover, the GRC observed that the Chief Strategic Planner (Convener of the technical evaluation committee has written letter No. 3344-45 dated 03-02-2026 to M/s Alamdar Engineering for post bid clarification and sought the documents of operational performance certificates, which may change the substance of the bid because these documents were required to be attached along with bid as per clause 10.13.3(b).3.

80. MEPCO letter bearing No. 2687-93/CE/MEPCO /CE(CSD)/PA dated 11-03-2026, addressed to Chief Engineer (Dev.) PMU, dated 11-03-2026, subject titled "Report of Grievance Redressal Committee under PPRA Rule 2004 (Amended up to date) Clause 48 on Grievance from M/s Alamdar Engineering Pvt Limited, against its Technical Non-Responsiveness in Tender No. PMU-18/2025-26 LOT-III, under head "prototype approval", which states:

As per clause 5.1.2, Section-V of bidding documents, for Transmission Line Towers, protype approval from NTDC is required.

Bidder has attached prototype approval from NTDC for 220 KV Towers but the bidder has failed to attach protype approval of offered 132 KV ZM-1 type towers from NTDC with bid.

81. The Appellant has challenged the Technical Bid Evaluation process in respect of Tender No. PMU-18/2025-26 (Lot-III) relating to the procurement of 132kV ZM-1 Transmission Towers. The principal contention of the Appellant is that despite complying with all qualification requirements prescribed in the bidding documents, it was declared technically non-responsive on three successive occasions

on shifting and inconsistent grounds, thereby rendering the evaluation process arbitrary, mala fide and contrary to the PPRA Rules, 2004. It has further been contended that the repeated changes in the grounds of rejection, notwithstanding two favourable GRC decisions, amount to mis-procurement under Rule 50 of the PPRA Rules, 2004.

82. The Respondent No. 1 (MEPCO) has opposed the Appeal on the grounds of maintainability as well as on merits. It has been submitted that the Appellant failed to satisfy the mandatory qualification requirements relating to operational performance certificates and prototype approval prescribed under the bidding documents and that every re-evaluation was undertaken strictly in compliance with the directions issued by the GRC. It has further been submitted that the financial bids of technically responsive bidders were opened; however, the bid validity period expired on 07.06.2026 and no further extension could be granted under Rule 26 of the PPRA Rules, 2004, leaving no option except to scrap the procurement process.

83. The Respondent No. 5 (Specialist Group Inc. Ltd.) has also opposed the Appeal, contending that the Appeal is not maintainable, has become infructuous owing to expiry of the bid validity period under Rule 26 of the Public Procurement Rules, 2004, and that the Appellant failed to comply with the mandatory technical requirements of the bidding documents. It has further been argued that technical evaluation falls within the exclusive competence of the procuring agency and that no interference is warranted where the evaluation has been conducted in accordance with the prescribed evaluation criteria.

84. The Appellate Committee has considered the provisions of Rules 29 and 30 of the Public Procurement Rules, 2004, which mandate that bids shall be evaluated strictly in

accordance with the evaluation criteria and other terms and conditions contained in the bidding documents and that no undisclosed evaluation criterion may be applied. The Committee has also considered Rule 26 of the Public Procurement Rules, 2004 governing bid validity, which obligates the procuring agency to complete the evaluation process within the stipulated bid validity period and permits extension only in accordance with the said Rule.

85. From the record, it is evident that the procurement process underwent multiple rounds of technical evaluation and grievance proceedings before the GRC. Irrespective of the contending contentions regarding the correctness or otherwise of the respective Technical Evaluation Reports, it is an admitted position that the extended bid validity period expired on 07.06.2026 and, as stated by the procuring agency, no further extension is permissible under Rule 26 of the Public Procurement Rules, 2004. Consequently, the tender process has exhausted its statutory life, and no effective or enforceable relief can now be granted by this Appellate Committee in relation to the impugned procurement.

86. The settled principle of law is that where, owing to subsequent events, the relief sought can no longer be granted or would serve no practical purpose, the proceedings become infructuous. In the present case, even if the Appellant's contentions were to be examined on merits, no consequential relief could be granted after expiry of the bid validity period prescribed under Rule 26 of the Public Procurement Rules, 2004. The Appeal has therefore become infructuous and calls for no further adjudication on the merits of the technical evaluation.

87. Before parting with the matter, the Committee considers it appropriate to record its concern that the present

procurement has witnessed three successive technical evaluations, multiple grievance proceedings before the GRC, and the present appeal, ultimately resulting in expiry of the bid validity period without conclusion of the procurement process. Such prolonged litigation not only delays public procurement but also adversely affects efficiency, economy, competition, and value for money contemplated under Rule 4 of the Public Procurement Rules, 2004.

88. The record further reflects that disputes repeatedly arose regarding the interpretation and application of certain qualification requirements contained in the Bidding Documents, particularly those relating to operational performance criteria, prototype approval, and documentary evidence required to establish technical responsiveness. Such recurring disputes underscore the necessity of drafting procurement documents with greater precision and clarity.

89. Accordingly, while dismissing the present Appeal as infructuous, the Appellate Committee directs the Procuring Agency that, in future procurements, the bidding documents shall be drafted in a clear, precise, comprehensive, and unambiguous manner, particularly with regard to qualification criteria, evaluation methodology, documentary requirements, prototype approvals, performance criteria, and any other mandatory conditions. The evaluation criteria should leave no scope for multiple interpretations or inconsistent application, thereby minimizing avoidable disputes, repeated grievance proceedings, and appellate litigation.

90. The Procuring Agency shall also ensure that the evaluation criteria and technical requirements are expressly and exhaustively incorporated in the bidding documents so

that all prospective bidders clearly understand the mandatory requirements at the time of submission of bids. Such an approach would advance the objectives of transparency, fairness, equal treatment, efficiency, economy, and value for money embodied in the Public Procurement Rules, 2004, while avoiding unnecessary delays and repeated rounds of litigation. The procuring agency is also directed to fix responsibility on the officials who were involved in the instant procurement process.

91. Accordingly, the Appeal is hereby ***dismissed*** as having become infructuous in view of Rule 26 of the Public Procurement Rules, 2004.

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

(Abdul Majeed)
Sr. Specialist (M&E)
(Member)

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

Dated: 31st July, 2026

Each page of the order has been signed by all members of the Committee. The order comprises fifty-two (52) pages.