



F. No. PPRA/AP-32/2026
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 Shahzad Processing Solutions (Pvt.) Ltd

...the "Appellant"

Vs.

Oil & Gas Development Company Limited (OGDCL), etc.

...the "Respondents"

Date of Hearing 14.07.2026	Mr. Ali Nawaz Kharal (ASC), Barrister Shahmeel Saadat, Mr. M. Jamal Farooq (Advocate), Mr. Mobin-ur-Rehman (On behalf of Appellant) Syed Riaz (Advocate) (On behalf of Respondent i.e., OGDCL) Mr. Shoukat Ali Joyia (AHC), Mr. Muhammad Farhan, Mr. Muhammad Ahmed (On behalf of Respondent i.e., Alpha Eximp)
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**APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004
AGAINST DECISION OF OIL AND GAS DEVELOPMENT COMPANY LIMITED
("OGDCL"), GRIEVANCE REDRESSAL COMMITTEE ("GRC") DATED 20-05-
2026**

At the outset, the counsel for the Appellant submitted that the Appellant is a private limited company, operating primarily in the energy and natural gas sector, holding official regulated licenses issued by Oil and Gas Regulatory Authority ("OGRA") for the sale and supply of natural gas, having its principal office at H. No. 2, Kohistan Road, F8/3, Islamabad. The present appeal is being filed against the decision rendered by the Respondent No. 2, Grievance Redressal Committee of the OGDCL, dated 20-05-2026, bearing reference No. PPK/6041/211/471/26, ("Impugned

Decision"). The Instant Appeal is being filed through Syed Zahid Anwar, Advisor Process and Facilities, who has been duly authorized to appear on behalf of the Appellant and is well-conversant with the facts of the case.

2. The counsel for the Appellant submitted that the Respondent No.1 invited bids through Tender No. OGDCL-SCM-LD-PT-COMM-LASHARI X-1-308600903-2026, published on 08-01-2026, for the sale of low-pressure gas from Lashari X-1, District Hyderabad, Sindh. The procurement was conducted through the Single Stage Single Envelope Procedure and bids were opened on 27-01-2026. The Appellant duly participated in the bidding process and fulfilled all requirements stipulated in the bidding documents.

3. The counsel for the Appellant further submitted that the sale/purchase and the off-take of gas is comprehensively regulated by various policy guidelines issued by the Ministry of Energy, along with all licensing regimes, standard and requirements imposed by OGRA. The Utilization of Flare Gas Guidelines, 2016 mandate all entities partaking in the sale/purchase and off-take of gas to comply with all HSE Rules, policies and industry standards. In respect of licensing requirements, OGRA regulates licenses in respect of sale of gas and lays down stringent requirements to be complied with in order to obtain the same. One such license is the license for sale of natural gas issued by OGRA ("License"), in accordance with Section 23 of the OGRA Ordinance, 2002. As per this Section, companies are expressly prohibited from carrying out any work related to the sale and transmission of Natural Gas. The Appellant was compliant with all applicable policies, rules and regulations pertaining to the off-take of gas and held a valid License under Section 23 of the 2002 Ordinance.

4. Further submitted that after completion of the evaluation process, Respondent No.1 issued the Original Evaluation Report ("OER") dated 25-03-2026 whereby the M/s

Alpha Eximp ("M/s Alpha") emerged as the highest bidder with the Appellant being the second highest bidder. However, M/s Alpha and M/s E-Gas were declared technically non-responsive and the remarks recorded against them were "Not Meeting Eligibility Criteria".

5. Further added that despite having been declared technically non-responsive for "Not Meeting Eligibility Criteria", M/s Alpha approached the GRC constituted by Respondent No.1 and challenged its disqualification. That subsequent thereto, Respondent No.1 issued a revised evaluation report ("Impugned Evaluation Report") dated 05-05-2026 whereby M/s Alpha and M/s E-Gas, who had previously been declared technically non-responsive, were declared technically responsive.

6. Further submitted that the impugned evaluation report completely altered the outcome and competitive standing of the bidders. The bidders previously declared ineligible and technically non-responsive were now technically responsive, thereby becoming eligible for consideration for award of the contract. That neither the impugned evaluation report nor any communication issued by the Respondents disclosed the reasons, findings, justifications, recommendations or legal basis upon which the original determination that M/s Alpha and M/s E-Gas were "Not Meeting Eligibility Criteria" was reversed. That no explanation was ever furnished as to what eligibility criteria had originally not been met, whether the original evaluation contained an error, whether any clarification or explanation was considered, whether any additional material was reviewed or submitted, what findings were recorded by the GRC or how the original conclusion of non-responsiveness in OER ceased to exist. That the proceedings before the GRC which culminated in the restoration of M/s Alpha and M/s E-Gas were never disclosed to the Appellant despite the fact that the outcome of such proceedings directly affected the Appellant's rights and standing in the procurement process.

7. The counsel for the Appellant further submitted that being aggrieved by the unexplained reversal of the evaluation process, the Appellant filed a Grievance Complaint dated 06-05-2026, under Rule 48 (3) of the PPR, 2004 specifically questioning the legality, transparency and basis of the revised evaluation. The Appellant specifically highlighted that that OGDCL conducted the tender process in sheer violation of the PPR 2004, by changing the technical status of M/s Alpha from "non-responsive" to "responsive". This was met in response by the Respondent No. 1 with the contention that PPR 2004 do not apply in the matter as it entailed the sale of gas. Furthermore, during the same hearing, the Appellant was orally informed by the GRC that additional unverified documents were received from M/s Alpha, which were reconsidered, leading to its technical status being altered.

8. Further argued that instead of adjudicating upon the issues raised by the Appellant, Respondent No. 2 disposed of the grievance through impugned decision stating merely as follows:

"Please be informed that the committee has found the complaint untenable, hence disposed off".

9. Following the rejection of the Appellant's representation without giving any reason whatsoever, thereby contravening Section 24-A of the General Clauses Act, 1897, the Respondent No. 1, OGDCL has issued a Letter of Intent in favour of M/s Alpha on the same date. A brief chronology of events is reproduced hereunder:

Date	Event
08.01.2026	Tender issued
27.01.2026	Bid opening
25.03.2026	Original Evaluation Report
05.05.2026	Revised Evaluation Report

06.05.2026	SPS Grievance
13.05.2026	GRC Hearing
20.05.2026	GRC Decision
20.05.2026	LOI issued to M/s Alpha

10. The impugned decision is not a speaking order and does not satisfy the requirements of Rule 48 of the PPR, 2004 or the settled principles governing exercise of statutory powers by public authorities. That the award and finalization of the subject procurement process is still pending and unless immediate intervention is made by this Honorable Authority, OGDCL may continue to take further steps.

11. That being aggrieved by the revised evaluation process and the impugned decision of the GRC, the Appellant seeks to file present Appeal under Rule 48(7) of the PPR 2004, on the following, inter-alia, amongst other:

A. That the Impugned Decision is patently illegal and void ab initio. It fails to provide any reasoning for rejecting the Appellant's complaint, rather, merely holds, in a single line, that the Appellant's complaint, "is untenable, hence disposed off". This violates Section 24-A of the General Clauses Act, 1897 and the principles of natural justice, rendering the Impugned Decision liable to be declared null and void on this score alone. It is well-settled by now that decisions of the GRC deciding representations under Rule 48 of the PPR Rules, 2004 must state reasons in support thereof. The failure to provide any reasoning renders the Impugned Decision void and illegal.

B. That in addition to the above, OGDCL was bound to provide a detailed breakdown of its evaluation criteria, enabling the Appellant to ascertain where it fell short in relation to its technical bid and under what possible reasoning could M/s Alpha have been re-qualified from non-responsive to responsive. This obligation arises

from the Islamabad High Court's ruling in the Reliance IT Solutions vs. Federation of Pakistan (2022 CLC 1206), in which the Court categorically mandated procuring agencies to provide a detailed break down with reference to their technical evaluation criteria to allow bidding companies to best ascertain any shortcomings in their bids. Failure to provide such a breakdown would be a violation of Rule 4 of the PPR 2004, as the procurement being conducted would neither be fair nor transparent. The Honorable Court held as under:

"69. The award of marks for each component in the evaluation criteria contained in the I.F.L. is indeed an "act of the procuring agency" against which a complaint can be filed under Rule 48(2) of P.P.R. before the G.R.C. It is an admitted position that the detailed breakdown of the marks awarded to each bidder had not been provided by the F.B.R. or the G.R.C.... When the foundational information for a challenge before the G.R.C. is not provided by the procuring agency to a bidder, how could it be expected to file a purposeful complaint before the G.R.C.? The omission on the F.B.R's part to provide the breakdown of the marks indeed made it impossible for the unsuccessful bidders to understand the reasons for which they had been given lesser marks than AJCL and to challenge the same before the G.R.C."

The Appellant was entitled to the following information from OGDCL:

(a) The specific eligibility criteria allegedly not met by M/s Alpha at the time of issuance of the Original Evaluation Report:

(b) The reasons for subsequently reversing the findings recorded in the Original Evaluation Report:

(c) The nature and contents of the documents allegedly furnished by M/s Alpha subsequent to bid opening:

(d) The proceedings and recommendations of the Grievance Redressal Committee; and

(e) The evaluation sheets and comparative technical assessment forming the basis of the revised evaluation.

Further submitted that OGDCL, however, failed to provide any of the above-referred documents, hence failing to provide any breakdown for M/s Alpha being suddenly declared as "Responsive" in the Impugned Evaluation Report. Such a manner of disposal of the Appellant's representation is blatantly illegal, rendering the Impugned Decision liable to be set aside on a separate score.

C. That in view of the foregoing contention, the fact that principles of fairness and transparency have been breached by the manner in which the Impugned Evaluation Report and the Impugned Decision were issued. By not providing any reasoning whatsoever in support of the above-referred orders, the same deprives the Appellant of its valuable right of appeal. No material has been furnished to the Appellant that would enable it to determine the viability of an appeal in certainty. This constitutes a clear violation of Rule 4 of the PPR 2004, thereby rendering both the Impugned orders to be set aside.

D. That the Honorable Islamabad High Court in M/s MIA Corporation vs. Pakistan PWD (PLD 2017 Isl 29) has held that the PPR, 2004, embody codified norms of fairness, openness and transparency in public procurement, which cannot be compromised by arbitrary action of the procuring agency.

E. Furthermore, the Impugned Decision has been passed without any consideration as to whether Rule 31 of the PPR 2004 has been violated. Rule 31 of the PPR Rules prohibits any modification of a

party's bid through submission of additional documents. It reads as under:

"31. Clarification of bids. -

(1) No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.

(2) Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing."

The Honorable Islamabad High Court has long since settled the extremely limited scope in which clarifications can be made. In the case of National Institutional Facilitation Technologies vs. Federal Board of Revenue (PLD 2020 Isl 378), the Court held that no such clarification or additional material can be allowed that would amount to changing the substance of the bid. Furthermore, the same can only be allowed to be taken upon written request by the procuring agency, prior to the opening of the bids in respect of the tender.

In the instant case, during the GRC hearing, the Appellant was orally informed by the GRC that additional documents were received by it from M/s Alpha, the perusal of which led to it being declared as technically competent. If such is the case, the same would be illegal as it would have been done so without any written request issued by the procurement agency and following the issuance of the First Evaluation Report. Moreover, it would fall outside the restrictive scope of Rule 31(2) as expounded by the National NIFT Judgement. At this point, no additional information could have been provided nor could any documents or additional information could be accepted by the GRC, even if the same constituted a clarification under Rule 31(2) of the PPR 2004. If it

has been done, the same is in gross violation of Rule 31(2) of the PPR 2004.

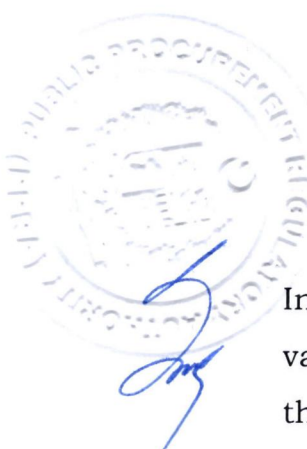
F. That in addition to the above, the Learned GRC failed to consider that OGDCL failed to verify whether Alpha possessed all statutory approvals necessary for performance of the Contract. The sale, off-take and transport of selling gas is a comprehensively regulated activity, necessitating compliance with various guidelines and notifications issued by the Ministry of Energy and OGRA. For instance, the Flare Gas Guidelines 2016, vide Clause G, titled "Gas Pricing for Third Party Sale" mandate all prospective licensees and leaseholders involved in the off-take of gas to comply with all applicable HSE Rules, policies and industry standard practices. Most importantly, however, is the requirement for a prospective company to obtain a license for the sale and transmission of Natural Gas in accordance with Section 23 of the OGRA Ordinance, 2002, which states the following:

"Grant of licenses: (1) No person shall:

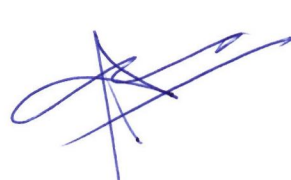
.....

(d) undertake transmission, distribution or sale of natural gas,

Unless a general or specific license to undertake such activity has been issued and is in full force and effect and the person is a licensee."



In accordance with this, it is mandatory for all companies to hold a valid license for the off-take of gas and no sale/purchase or off-take thereof is permissible without the same. In respect of M/s Alpha, OGDCL failed to carry out any verification as to whether it possessed such a license. Upon discovery that M/s Alpha does not indeed hold such a license, it would be incapable of performing the Agreement, hence liable to be declared unresponsive. This would then constitute a patent illegality on multiple fronts.



G. That it follows from the above that OGDCL, in the instant matter, has deliberately made it extremely vague as to the requirement of a

bidder to hold a valid License. This is substantiated by the fact that there is no specific mention of a requirement for bidders to hold a valid license, even though the contract in question would be incapable of performance without it. This is also inconsistent with OGDCL's previous practice of including the requirement for bidders to have all requisite licenses and certifications with respect to the sale of gas at the time of bidding. As attached herein, the terms and conditions of previous tenders in respect of the Jandran Gas Field and the Sara West Gas Field, both include the requirement for all bidders to obtain a License as a pre-qualification. The Terms of the instant Tender do not. Rather, clause 4.4 of the Draft Agreement, to be signed by the successful bidder states, that the buying company shall obtain all licenses and regulatory approvals following its execution, failing which the Agreement shall be liable to termination in view under clause 10(v) thereof. This very course of action has been taken in a separate Tender floated by OGDCL pertaining to the sale of low-pressure gas from the Pasakhi Gas Field, in which the buying company has reportedly been unable to obtain any valid license, despite the passage of 11 months, and the off-take of gas from the Pasakhi Gas Field is taking place in the absence of said licenses. Such a course of action adopted by OGDCL is untenable and illegal, regardless of the Appellant's claim.

H. That as per clause 4.4 of the Draft Agreement, it is incumbent on the entity to obtain all relevant licenses in respect of performance of the Draft Agreement. As per clause 10(v) of the Agreement, the procuring agency may terminate the Agreement if the entity fails to obtain any license under Clause 4.4. One effect of such clauses is that the performance of the Tender and the Agreement would be conditional upon the successful bidder eventually obtaining a valid License. This directly contravenes clause 8.6. of the Terms of the Tender, which categorically states that any conditionality attached to bids shall render all bids liable to rejection. Thus, without prejudice to the foregoing, if the Appellant is restrained from basing its appeal upon the claim of

lack of License by M/s Alpha, the same nevertheless is unsustainable and liable to be interfered with by the Learned Authority.

I. That furthermore, by imposing such a condition and allowing unqualified bidders to participate in Tenders relating to auction of gas, it grants OGDCL an unqualified right to terminate the Agreement concluded with the entity as and when it pleases, under the pretext of Clause 10(v), which cannot be allowed to be sustained as per law.

J. That moreover, such a model adopted in the Tender renders it inherently contradictory, making the same illogical and difficult to perform. There is very little rationale or justification to omit the requirement of a valid License from the bidding qualification, and instead, imposing the same through the Agreement, rendering the contract difficult to perform.

K. That finally, blurring the requirement to hold a valid license is inherently unsustainable in that the contract is incapable of performance by an unlicensed bidder. As per the policy guidelines and regulations imposed by OGRA, all companies are to have a valid License issued by OGRA in order to partake in any sale, purchase or transmission of gas. M/s Alpha, in not possessing the same, would be legally barred from purchasing and obtaining the gas in question, rendering the entire procurement process at risk being declared as mis-procurement. Thus, the entire procurement process employed with regards to the Tender would be illegal and void.

L. That it is also pertinent to mention that the entire tendering/procurement process has been rendered vague and shrouded in mystery due to OGDCL's omission of the above-mentioned requirement. OGDCL's deliberate measure in making the matter as to the requirement of a license vague has rendered the entire Tender uncertain.



M. That in addition to and without prejudice to the above, the Terms of the Tender, the Draft Specimen Agreement attached in the Tender Documents and the PPR 2004 all go to show that the requirement to hold a License has not been dispensed with in the instant Tender. Various provisions in the above-referred documents impose the obligation for all bidding companies to hold a License, without which they would be liable to disqualification:

i. The Bid consideration criteria at Clause 6 of the Terms and Conditions ("Terms") of the Tender lays down the minimum bid requirements for all prospective bidders. Sub-clauses (b), (f) and (g) of 6(ii) are pertinent as they mandate all bidders to provide the following:

(a) An undertaking to agree to and comply with the attached draft specimen agreement in the Tender Documents;

(b) Valid registration with the SECP along with evidence of two years' experience in the sale of gas, and

(c) An undertaking to comply with all applicable policies and licenses required by the regulator.

Similarly, Clause 8(iv) of the Terms mandates all bidders submit Technical Information and experience of a bidder in a similar project.

Considering these provisions, by not possessing a valid License, M/s Alpha could not possibly adhere to the terms of the draft agreement that would be signed subsequently by the successful bidder. Furthermore, no experience in any project pertaining to the sale of gas could possibly be provided by M/s Alpha, given that it could not have undertaken any project without a valid license. Lastly, the aspect of not holding a valid License would most certainly be flagged upon submission of technical information and experience in accordance with Clause 8(iv) and 6(ii)(f) of the

Terms, consequent to which M/s Alpha would be bound to be declared as non-responsive in accordance with Rule 18 of the PPR Rules. The fact that M/s Alpha has not been vetted as to whether it holds a valid License in spite of such risks, renders the tender process illegal;

ii. The preamble in the Draft Sale/Purchase Agreement to be signed by the successful bidder states that the terms and conditions of the Agreement are subject to the policy guidelines issued by Ministry of Energy (Petroleum Division), more specifically the Utilization of Flare Gas Guidelines, 2016. As already mentioned above, these Guidelines mandate compliance with all practices, rules and policies, which includes the obtainment of a valid License. The acceptance of M/s Alpha being a responsive bidder would place it in violation of this preamble, and hence, the agreement, if it were to be revealed that it truly does not hold a valid License,

iii. Rule 18 of the PPR Rules is clear in mandating procuring agencies to disqualify any bidder upon discovery that the information furnished by them is incorrect or incomplete. The said rule states the following:

"18. Disqualification of suppliers and contractors. -

The procuring agency shall disqualify a supplier or contractor if it finds, at any time, that the information submitted by him concerning his qualification as supplier or contractor was false and materially inaccurate or incomplete."

If M/s Alpha does not hold any valid License, it would be lacking in the minimum qualifications as stipulated in the Tender Documents, hence rendering it liable to be disqualified by OGDCL.



In view of the above, despite any lack of explicit mention of the requirement of a valid License as opposed to past practices, no company lacking a valid License could be declared as technically responsive. The failure by the GRC to consider any such aspects of the matter and simply allowing M/s Alpha to be re-declared as responsive, is in contravention of the PPR 2004.

N. That the foregoing infirmities as mentioned above render the Instant Tender Process liable to be declared as mis-procurement. Rule 50 of the PPR 2004 states that any violation of the PPRA 2004 would constitute a mis-procurement. As can be seen from above, OGDCL has patently violated Rules 3, 4, 18 and 31 of the PPR 2004, as well as various principles of the Honorable Islamabad High Court that have been settled in respect of these provisions. Hence, the illegal and mala fide manner in which the Tendering process was carried out, as explained above, renders the same liable to be held as mis-procurement.

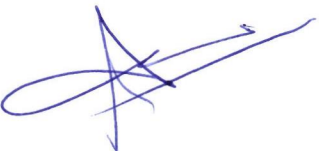
O. That in addition to the above violations of the PPR 2004, the manner in which the Tender process has been conducted, poses a grave threat to public interest. If the performing party in question does not have any license to sell and transmit natural gas, and further, fails to obtain the same in due time, this would render the entire contract incapable of performance. As a consequence, gas production would get delayed, leading to loss of national revenue and public assets, eventually causing loss to the public. Hence, the Learned Authority's intervention is necessary in the instant matter to protect public interests.

It is first clarified that the instant matter attracts the provisions of the Public Procurement Regulatory Authority Ordinance, 2002 ("PPRA Ordinance") and the PPR 2004. Rule 3 of the PPR 2004 provides their scope and applicability in stating that the same shall apply to all procurements made by procuring agencies. The term "public procurement" is defined in Section 2(1) of the 2002 Ordinance as "acquisition of goods, services or construction of any

works, financed wholly or partly out of the public question and includes disposal of public assets...". Similarly, the term "disposal" has been defined in Section 2(ca) of the PPRA Ordinance as to include the "auction" of public assets. In the instant case, the very Terms and Conditions issued by OGDCL have described the Tender as "Auction of low-pressure gas of Lashari X-1 through bidding". Thus, the auction/sale of gas squarely falls under procurement as defined in the PPRA Ordinance. Lastly, given that OGDCL is owned by the Federal Government in majority, it constitutes a procuring agency under the PPRA Ordinance. In view thereof, by virtue of Section 3 thereof, the PPR Rules indeed apply to the instant Tender, even though the same concerns the sale/auction of gas.

The Appellant herein requests for the acceptance of the present grievance and for the grant of the following prayer: -

12. This Honorable Authority may be pleased to accept the instant appeal and to grant the following:

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- a) Declare the Impugned Decision as illegal, non-speaking and in violation of the PPR 2004, hence null and void and consequently set aside the Impugned Decision;
 - b) Declare the Impugned Evaluation Report as illegal, non-speaking, without lawful reasoning and in violation of the PPR 2004, hence null and void and consequently set aside the Impugned Evaluation Report;
 - c) Set aside the Impugned Decision dated 20-05-2026;
 - d) Set aside the Impugned Evaluation Report;
 - e) Declare that the requirement/obligation to obtain a valid OGRA sale license along with other technical qualifications was always a mandatory pre-requisite in the Tender,
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f) Declare the Appellant as the most responsive bidder as per the Original Evaluation Report and direct the Respondent No. 1, OGDCL to proceed in accordance with the PPR 2004 and the OER in awarding the contract in the Appellant's favour,

g) Or in the alternative, declare the entire Tender Proceedings pertaining to the sale of gas at Lashari X-1 as Mis-procurement in accordance with Rule 50 of the PPR 2004 and consequently scrap the entire tender proceedings:

h) In the interim, restrain the Respondent No. 1, OGDCL from taking any further steps in the Tender bidding process, which includes; awarding the contract and finalizing any conclusion thereof, AND

i) In the interim, direct the Respondent No. 1, OGDCL, to provide PRA with the necessary documents that ought to have been disclosed to the Appellant following the issuance of the Impugned Evaluation Report, along with a copy being sent to the Appellant in advance, which include but are not limited to:

(a) Original technical evaluation sheets with respect to every bidder and along with the technical evaluation criteria;

(b) Documents of the GRC proceedings;

(c) Relevant Minutes of meetings pertaining to the evaluation of bids;

(d) Written clarification requests sought by Respondent No.1, OGDCL, if any;

(e) Responses provided to such requests by M/s Alpha, if any;

(f) Additional documents that were provided by M/s Alpha to the Respondents, if any;

(g) Internal recommendations of the Evaluation committee;
Comparative evaluation matrix;

(h) Any other document forming part of the detailed breakdown to be provided to the Appellant.

j) Grant any other relief deemed just and proper in the circumstances of the case.

13. The counsel for the respondent (OGDCL) submitted that the Appellant did not return as the most advantageous bidder at the end of the bidding process emanating from tender No. OGDCL-SCM-LD-PT-COMM-LASHARI X-1-308600903-2026 published on 08.01.2026 for sale of low-pressure gas from Lashari X-1, District Hyderabad, Sindh. It has since proceeded to assail the bidding process across multiple fora with the stated intent to be declared the 'most responsive bidder'. This is despite the fact that it did not, in fact, bid the highest price for the sale of low-pressure gas, and as such its bid price of Rs. 2,052.00/per MMBTU stands to cause the Respondent a loss of tens of millions of rupees over the 5 years period of contract. In view thereof, it was determined at the end of the bidding process that the Appellant, and other such bids resulting in a net loss over the contract period were not after all the most responsive bids, and that determination is reflected in the impugned evaluation report dated 05.05.2026.

14. Further submitted that the Appellant's financial bid is a full Rs. 4.00 per MMBTU lower than the Bid furnished by M/s Alpha Eximp, which was issued the Letter of Intent by the Answering Respondent. It is asserted that the principal objective of inviting tenders for sale of low-pressure gas from any well operated by the Answering Respondent is to ensure that the process remains competitive, efficient, transparent and provides top value for money for the product sold. This is a requirement of law, as well as the driving force behind the scheme of open competitive bidding. For the Answering Respondent it is also a commercial duty to its

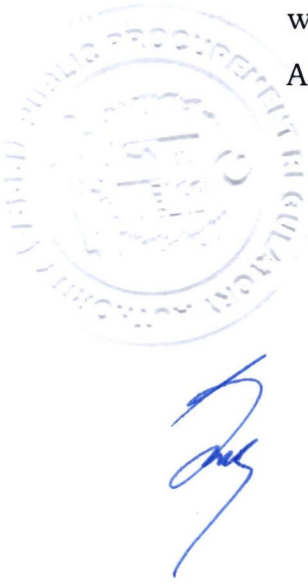
shareholders which is complied with through a systematic process completely isolated from subjective interference.

15. Further submitted that the scheme of public procurement regulated by the Public Procurement Regulatory Authority Rules 2004 (PPRA Rules) provides for a complete mechanism detailing all essential requirements obligatory upon the procuring agency. The fundamental principles of public procurement are crystalized as one enhancing competition, generating value for money, achieving the lowest price for procuring goods and services, and the highest price for disposal or sale of public asset. The instant case of procurement for sale of low-pressure gas was the first-time, the Answering Respondent had deployed use of SAP Ariba software for tendering. The system has eliminated the need for hard copy of bids to be submitted in person/through mail. And instead, now requires the same to be uploaded through the dedicated portal.

16. Further submitted that the OGDCL follows the PPRA Rules 2004 (the PPRA Rules) for procurement of goods and services and sale of assets or their disposal. In the procurement process subject of the appeal, the PPRA Rules have been followed without exception as will be demonstrated in the following paragraphs. The evaluation of the bidders resulted in varying assessment which has thus far remained under challenge by both the present appellant and the now most responsive bidder, to whom the Letter of Intent (LOI) has also been issued on 20.05.2026. On 18.06.2026 upon receipt of acceptance of the LOI from the Respondent Alpha Eximp, the Answering Respondent entered into the Gas Sale Purchase Agreement with it.

17. Further submitted that the Respondent GRC was apprised of two successive Grievance Petitions during this process, and the GRC sought responses upon those by the concerned department. The first set of grievance petitions comprising two complaints was preferred by Respondents Alpha Exim and M/s E-

Gas respectively. The complainants informed the Committee that in the case of Alpha Exim, being the bidder presenting a higher overall bid for purchase of gas at Rs. 2056/MMBTU, its bid had been declared non-responsive and thus it was aggrieved as such from that assessment. The GRC assessed the grievance and the response of the Technical Evaluation Committee (TEC). The TEC was of the opinion that the Respondent Alpha Eximp'S bid did not contain documents such as its National Tax Number, GST registration, initialed GSPA, etc., rendering its bid non-responsive. The Respondent Alpha Eximp asserted that its bid was in compliance with the Bid TORs, particularly Clause 6 thereof. Its contention was that a reading of Clause 6 of the TORs indicated that information qua these documents should be contained in the, and a bidder 'shall provide these documents, leading it to believe that such documents will be solicited and the bidder shall provide them at a later date. The GRC thereafter referred the matter back to the TEC, directing it to obtain the required documents, reassess the bid within 3-4 working days and then submit its findings. Respondent Alpha Eximp thereafter produced the following documents.

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- a. Sales Tax certificate registered since 27.06.2023
 - b. Taxpayer registration Certificate dated 8.06.2023
 - c. Certificate of Incorporation with the SECP dated 8.06.2023
 - d. Initialed Gas Sale Purchase Agreement
 - c. Documentary proof of previous experience in related enterprise
 - f. Documentary proof of group experience in related enterprise.
 - g. Group profile of sponsors.
 - h. Audited financial statement
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- i. Bank account maintenance and credit worthiness certificates

18. Further submitted that an advertisement was published and circulated by the Answering Respondent through the corresponding tender no. inviting bids for sale of 'Low Pressure Gas', (the Advertisement). In compliance with the PPRA Rules and in the interest of transparency, efficiency and good governance, and as part of its commitment to ensure strict compliance with all applicable rules and industry best practices, the Advertisement was made available on the PPRA website, and the standards and requirements otherwise set out by the PPRA Rules and all applicable laws were strictly followed throughout the process. The Appellant was one of the bidders, and its bid was found to be responsive, albeit its offer to purchase the gas was for a lower sum of money than some of the others.

19. Section 23 of the OGRA Ordinance 2002 does prohibit any person from undertaking construction, operation of any gas pipeline, testing facility, storage plant, transmission, distribution, or sale of natural gas without a general or specific license in this behalf. In the present procurement process, no activity prohibited by Section 23 OGRA Ordinance 2002 was undertaken.

20. The Appellant has attempted to set out a narrative whereby an 'Original Evaluation Report' was initially issued which suffered from an unauthorized action or tampering. The fact of the matter is that on 25.03.2026, the Answering Respondent issued a 'Technical Evaluation Report', wrongly labelled as 'Original Evaluation Report' by the Appellant. However, it is correct that the price per MMBTU offered by M/s Alpha Eximp, one of the bidders and a Respondent in the present Appeal was Rs. 4.00 higher than Appellant's offer, which was second lowest. However, its technical evaluation status was recoded as 'Non-Responsive'.

21. The Respondent Alpha Eximp approached the Grievance Redressal Committee of the OGDCL with a grievance on the designated form, informing the Answering Respondent of its compliance with the requirements of the bidding process, and claiming entitlement to be declared as a responsive bidder in view of its higher-bid than any of the other bidders. A response was sought on the grievance from the Technical Evaluation Committee and the matter was fixed for hearing on the grievance petition for the 22nd of April. It is essential to note that at that M/s Alpha Eximp had simultaneously approached this Authority, as well as the Honourable Islamabad High Court which was pleased to restrain the answering respondent from awarding the contract until the decision of the grievance petition. It is further admitted that a revised evaluation report was issued subsequent to the Grievance Redressal Committee's minutes were issued upon examining the grievance, and seeking the stance of the bid's technical evaluation team.

22. It is incorrect to assert that the revised evaluation report altered the competitive standing of the bidders- the Respondent Alpha Exam remained the highest bidder as seen previously. However, it is admitted that its technical evaluation was revised to reflect that it was technically responsive.

23. The Respondent Alpha Eximp had approached the GRC of the Answering Respondent, indicating certain grievances regarding the assessment given to it by the Technical Evaluation Committee. The GRC considered the grievance/complaint as well as the response of the technical evaluation committee. It was determined that in light of the fact that the Respondent Alpha Eximp was possessed with the documents mentioned above, and its bid being considerably higher than that of any other bidder, the Technical Evaluation Committee may re-evaluate the bid, seek any required document and report its finding after certifying that all necessary conditions were complied with. For avoidance of doubt,

it is clarified that the Bid consideration criteria, highlighted by the bidders in this appeal and elsewhere as the Bid TORs, required that the bids are submitted online on the OGDCL's SAP Ariba Portal and contains or is accompanied by certain minimum information. It was certain documents mentioned therein, which the Respondent Alpha Eximp claimed were not sought from it prior to determining its bid as technically not qualified. It was determined by the GRC, that the respondent Alpha Eximp understood that the documents must be presented when called upon to do so subsequently and not necessarily to be uploaded/appended with the bid. Moreover, Bid Condition 8 also contained language permitting regarding the point of submission of these documents. It provided that 'Potential bidders would have to submit documentary evidence of. However, once satisfied that these documents remained available, were genuine, and were not of recent origin, were official documents issued by agencies such as the FBR, SECP etc., and remained publicly available, it was in the interest of the Answering Respondent to allow them to be considered. It was determined so, particularly in view of the enabling provision of Rule 17 of the PPRA Rules which provides as under:

A procuring agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that procurement proceeding.

24. As far as the Appellant's contention that the proceedings or outcomes, or considerations of the GRC's meeting not being disclosed to it is concerned, it is denied that it sought any such information from the Answering Respondent. Since, it was not a party to the GRC's proceedings, it was never required to be relayed such information at that stage. However, since it has brought this

matter in appeal before this Authority, this and all other information is being presented as required under the law.

25. It is admitted to the extent that the Appellant also filed a complaint before the GRC. However, denied to the extent of all other insinuations regarding non-fulfilment of the PPRA Rules. It may be noted in the corresponding paragraph that the Appellant was indeed informed of the proceedings and outcomes of the GRC's meeting in respect of the Respondent Alpha Eximp's complaint. Its assertion that any document was 'unverified' is strictly and forcefully denied as the OGDCL has not and never previously admits any unverified document and all documentary information is strictly assessed for genuineness, authenticity and any attempt to introduce a forged or fake document is met with action in criminal law as required.

26. Further submitted that since the GRC's meeting convened on 22.04.2026 on the complaint of Alpha Eximp had already tasked the technical evaluation committee to re-assess the bidder's evaluation in light of the minutes of the meeting, it was considered that having fully informed the Appellant of the committee's finding and proceedings, its concerns did not indicate any departure from the bidding conditions, PPRA Rules or principles of fairness. As a matter of fact, the GRC and the technical evaluation committee's probe into the Respondent Alpha Eximp's documentary credentials saved/profited the Answering Respondent to the tune of tens of millions of Rupees over the 5 years term of the contract given its higher bid. It is admitted that the Respondent Alpha Eximp has been issued a Letter of Intent.

27. The actions of the Answering Respondent have been fully compliant with all requirements of law, principles of procurement, the PPRA Rules as well as any other statutory requirement applicable to the procurement process. However, it is essential to note that the continuing insistence of embroiling the process of sale of low-pressure gas in a very competitive,

challenging and volatile market is continuously exposing the Answering Respondent to risks incidental with such practices. The Appellant, whose bid was otherwise lower than the other Respondent's is now bent on delaying the coming into effect of the procurement contract basing its claims on surmises and conjectures and that must not be allowed by this Honorable Authority.

28. The appellant is not aggrieved of evaluation process rather desirous of employing any and all methods to frustrate the procurement process.

29. Further submitted that the appellant has itself confirmed that the reasons and justifications for the re-evaluation of technical responsiveness of the bidders were provided to it, albeit orally. Therefore, having received all the information necessary to be provided to a complainant, the Appellant cannot now claim that the requirements of Section 24-A of the General Clauses Act 1897 were not fulfilled. It must also be stressed here that Rule 48 of the PPRA Rules does not provide for a GRC to provide a detailed and exhaustive reasoning through any decision. In any event, having fully explained its reasons to the Appellant in the GRC meeting, it was perhaps overlooked that the same may also be set out in writing.

30. Further submitted that the detailed final evaluation report makes it clear that the only distinguishing factor in the bid of the Appellant and the Respondent Alpha Eximp is the price offered for purchase of the low-pressure gas. It is a simple principle of commerce and economics that the offeror of a higher price gets the goods. The precedent cited in the corresponding paragraph is most respectfully inapplicable, since the Appellant was not unsuited or determined unresponsive in any category. It was simply the fact that it offered to purchase the low-pressure gas at a lower price than the Respondent Alpha Eximp. There was no other reason why the final evaluation report determined Alpha Eximp to be the

most responsive bidder. At the risk of repetition, it is respectfully contended that the information required by the Appellant was indeed provided to it, but it now seeks to present an alternative explanation to it which is unfortunate. The entire proceedings, documents verified, and recommendations made, including the point of view of the bid technical evaluation committee is being appended herewith for the Appellant's consumption and for review of this Honorable Authority. It is also specifically and categorically denied that the review of responsiveness of bids was a 'sudden', surreptitious or clandestine act. On the contrary, the Respondent Alpha Eximp had approached the GRC, the PPRA Authority as well as the Honorable Islamabad High Court, and it was specifically ordered by the Honorable High Court that its pending grievance petition be decided within a timeframe. So, there was nothing anomalous or irregular in the manner of deciding the grievance petition; it is all documented and presented herein for reference.

31. It is critical to note that the GRC determined that at least instructions to bidders permitted of variable interpretation with regards to submission timelines. The technical evaluation committee had earlier determined the bid to be unresponsive, however on a review upon the grievance petition filed by the Respondent Alpha Eximp, it was considered that being possessed of documents since long, and not having had the opportunity to either manufacture or create any document to supplement its position, it would be legal, and within the power of the Answering Respondent to allow the submission of publicly available documents in the best interest of the procurement agency. It was indeed necessary to do so to meet the overall procurement criteria of value for money, and getting the best price for sale/disposal of an asset. It would not be incorrect to state that if it had not been done so, the Answering Respondent would be exposing itself to possible action by federal investigating agencies for selling gas at a lower price when it could have used its power to assess the responsiveness of a higher bidder's documents. The facts of the

judgment cited as PLD 2020 Isl 238 are completely different, and absolutely inapplicable to the facts of the present case. That matter involved procuring services at the cost of public exchequer and the impugned actions had resulted in acceptance of a much higher bid. Therefore, it is the exact opposite of the present case and has been wrongly cited as relevant or applicable to the present case.

32. Further submitted that the allegation is groundless and ill-informed. Obtaining a license from OGRA is not a pre-condition for participation in the bidding process. Under the applicable regulatory framework, the successful bidder is required to submit the duly executed Gas Sale and Purchase Agreement (GSPA) to OGRA for obtaining the required license. Accordingly, possession of an OGRA license at the bidding stage is neither required nor could it be treated as an eligibility criterion. Therefore, the assertion that M/s Alpha Eximp was liable to be declared technically non-responsive on this ground is without merit.

33. Further submitted that it is first of all essential to note that the PPRA Rules prohibit raising objections to technical criteria after submission of a bid. Having taken part in the bidding process on the criteria advertised, the Appellant cannot be permitted to assail the same. Secondly, the two other tenders cited in the corresponding paragraph relate to sale of raw gas, which occurs at a different pressure and therefore requires a different treatment and storage/processing protocols and the same are being dealt with different rules and policy provisions of the Government. The requirement of OGRA license as a pre-condition is therefore on account of that distinction. Hence, the Sara West Gas field (60 MMSCFD) and Jandran 5 (5 MMSCFD) are entirely different types of gases from the present tender which relates to low pressure gas from Lashari X-1 Gas field, which occurs at 1.5 MMSCFD. To conflate the two is neither technically correct, nor relevant from the regulatory perspective, nor an objection which could be taken in appeal. The eligibility criteria and contractual requirements

applicable to those tenders cannot be imported into or compared with the present process. The allegations are therefore misconceived and without merit.

34. Further submitted that the condition of clause 4.4 of the Draft Agreement remains binding on all bidders. Any bidder remains under ongoing obligations attached to it in the event of a successful bid culminating in a GSPA contract. It is reiterated, that OGRA requires a completed signed GSPA for processing applications for a license, and it is incumbent upon a party to obtain the same within the necessary timeliness. Those are conditions governed by independent statutory regimes over which the Answering Respondent does not have any control. If OGRA requires a GSPA to be a pre-condition for an application for a license, the OGDCL cannot withhold it to the prejudice of a successful bidder and thus put the proverbial cart before the horse.

35. Further submitted that the prohibition from raising objections to technical criteria appears completely lost to the Appellant. The OGDCL is an independent public procurement agency/company and sets out its procurement criteria in accordance with its requirements but always compliant with the relevant applicable laws. The requirement to omit the condition for a license has already been explained and may be read into this paragraph to avoid repetition.

36. Further submitted that the successful bidder is required to obtain the requisite OGRA license. However, such license cannot be obtained prior to the execution of a GSPA, as a duly executed GSPA is a mandatory document required by OGRA for processing the license application. Therefore, possession of an OGRA license at the bidding stage is simply not practicable. It is reiterated that OGRA sets out NO SUCH CONDITION, as is mentioned by the Appellant in a broad stroke of the brush. It may also be mentioned that the Appellant has over the course of the entire appeal made such sweeping claims, which will be highlighted

during the proceedings. It must be emphasized that for all its objections to the Answering Respondent not seeking a license from the Respondent Alpha Eximp, the Appellant also did not present any license whatsoever with its bid and therefore the OGDCL did not favor, or prejudice any bidder with respect to such a requirement.

37. Further submitted that the Appellant has highlighted the same ground on as many as 6 different occasions to carve out any justification to assail the procurement process. Moreover, if the Appellant had considered the procurement process as vague and uncertain, it should have raised its concerns at the stage of seeking clarifications on the bid which it failed to do.

38. Further submitted that the licensing requirements for any prospective bidder cannot be dispensed with OGDCL. They are required by OGRA, under the scheme of a whole network of regulations contained in various laws. Nobody can dispense with the licensing requirements. An undertaking to that effect requiring compliance with attached draft agreement is mandatory.

39. Further submitted that the qualification of the Respondent Alpha Eximp was thoroughly assessed, and it was determined that it met the minimum requirements set out. The appellant appears to be on a fishing expedition. However, the Answering Respondent has undertaken all necessary check to ensure that any bidder determined as responsive meets or exceeds the necessary minimum qualifications. The draft agreement mandates compliance with all policy guidelines issued by the regulator, by the Ministry of Petroleum and Natural Resources (Petroleum Division). No exception has been made thereto, or to Utilization of Flare Gas Guidelines 2016.

40. Further submitted that the Answering Respondent has not found any reason to suspect, or conclude that the Respondent Alpha Eximp has furnished any incorrect, or incomplete

information. The necessary vetting of its bid has been made by a bid evaluation committee comprising most qualified cross section of senior officials and found to be in order. If at any point any real information is discovered regarding any incorrect statement made to the Answering Respondent, it would be dealt with in accordance with the law.

41. Further submitted that the appellant has gone head over heels repeating the same claims in different grounds. The answering Respondent did not find any reason to conclude once it had reviewed the documents received from the Respondent Alpha Eximp that there was a non-compliance with the requirements of the bid, or any other factor that would lead it to determine its unsuitability for the present bid. As a matter of fact, all the bidders were eventually found to be responsive. The deciding factor was the financial bid which was higher for the Respondent Alpha Eximp.

42. Further submitted that the entire process has been open, transparent and without missing a beat in the procurement process. It has also been carried out under the watchful eye of the PPRA Authority, as well as on directions of the Honorable Islamabad High Court. Once again, any suggestion to any clandestine activity is vehemently rejected. It is also rejected that any prospective buyer of the gas would be unable or incapable to perform the contract. It is also denied that the action of the Answering Respondent poses a threat to national exchequer. This entire activity of thoroughly reviewing every document presented, including the higher financial bid has been done to ensure that the highest possible price is realized from the sale of the available low-pressure gas.

43. Further submitted that the instant appeal being misconceived, based on surmises and conjectures as well as suffering from a critical lack of understanding of procedures involved in regulation, sale and contracts for disposal of hydrocarbons etc., be dismissed.

Each of the individual prayer clauses is also requested to be rejected being in the nature of a fishing expedition for grounds not otherwise available to the Appellant.

44. The counsel for the respondent (M/s Alpha Eximp) submitted that the answering respondent is a private limited company having registration in all relevant departments as per law. The respondent/Procuring agency published a tender of Low-Pressure Gas on 08-01-2026, regarding Lashari X-1, gas field, Hyderabad Sindh, and E-Bids were invited from the interested Parties. The appellant participated in this tender of Low-Pressure Gas and got the tender documents from website as per advertisement. The last date of the submission of the bids was 27-01-2026.

45. Further submitted that the respondent got the bidding documents through online, as mentioned in the advertisement. The answering respondent having experience in this field, examined the bidding documents and decided to participate in this tender of Low-Pressure Gas. The answering respondent submitted the bid within time, along-with all requirements as per terms and conditions mentioned in bidding documents. The answering respondent also submitted the Pay order of Rupees two Million (Rs. 20,00,000) to avoid non-Responsive clause.

46. Further submitted that the OGDCL opened the bids on 27-01-2026 as per time given in the advertisement along-with the Bid of the answering respondent. The bid of the answering respondent was evaluated and found responsive. After that the Procuring agency opened the financial bids along-with the financial Bid of the answering respondent. At the time of the opening of the financial bids the answering respondent declared as successful bidder due to highest offer. That at very outset after almost 59 days, the Procuring agency informed the answering respondent through E-mail dated 25-03-2026, that the Bid of the answering respondent

is non-Responsive. This is not out of context to mention here that this one-sided decision of evaluation committee was given without giving any reason, which is clear violation of Rule 35 of the PPRA Rules 2004.

47. Further submitted that after the communication of this illegal decision given by procuring agency, the answering respondent submitted Grievance application under Rule 48(3) of PPRA Rules 2004, along with all grievances in detail on 26-03-2026. The (GRC)/Respondent no. 1 did not decide the application of the answering respondent due to mala-fide intention, which is another violation of PPRA Rules 2004. The respondents/OGDCL were bent upon to award the tender to other bidder which is against the spirit of Natural Justice and procurement laws.

48. Further submitted that after that the answering respondent filed an appeal no PPRA/AP-20/2026 in PPRA Authority Islamabad. Addition to this the answering respondent also filed a writ petition no 1739/2026 in Islamabad High Court Islamabad. The Honorable High Court directed the authority through order dated 16-04-2026 to decide the appeal of the answering respondent within one month. The Honorable High Court also directed the procuring agency/OGDCL not to finalize the tender till the final outcome of the appeal filed by the answering respondent.

49. Further submitted that after that the OGDCL issued a notice to answering respondent for hearing of grievance application through GRC for 20-04-2026. During the hearing before GRC Committee the answering respondent clarified the bid, required mandatory documents and satisfied the GRC committee. That at this stage the PPRA Authority have been issued a hearing notice regarding the appeal no PPRA-AP. 20/2026 for 29-04-2026. During the hearing the representative of OGDCL/procuring agency requested the PPRA Board for adjournment (on the point that they

are going to decide the Grievance application in 2 to 3 days) which was accepted and the hearing of the appeal adjourned.

Further submitted that the GRC Committee issued a letter no PPK-6041/211/26 dated 22-04-2026 for submission of documents under rule 31 (2) of the PPRA Rules 2004 for clarification of the bid. The answering respondent submitted the documents through letter no. AE/OGDCL/2026/01 dated 22-04-2026. The procuring agency published the revised evaluation report on 05-05-2026 under which the answering respondent declared responsive. The appeal of the answering respondent has become infructuous hence dismissed as withdrawn.

50. Further submitted that the procuring agency issued LOI on 20-05-2026 for submission of security and sale purchase agreement. The requisite security was deposited through bank guarantee no. 2180ABG000013 of Rs. 253,417,626/- dated 08-06-2026 which was submitted in the office of OGDCL, on 09-06-2026 along with the signed Gas Sale Purchase Agreement of the answering respondent. The gas sale purchase agreement was signed from OGDCL on 18-06-2026. Addition to this the answering respondent started infrastructure as per Guidelines, SOPs and terms and conditions of the bidding documents. The answering respondent initially invested a huge amount about 300 million approximately for procurement of the machinery and infrastructure.

51. Further submitted that fundamental rights of the answering respondent, including right to business & trade as guaranteed under Article 18 of the Constitution, are involved and it is constitutional duty of this authority, to protect these rights. That after approval of the bid, issuance of LOI and execution of the Contract/agreement, vested rights have been created in favor of the answering respondent. The superior Courts has already elaborated in detail the bidder, vested rights of the bidder and signing of the contract agreement, the case of M/s Bio Labs Private Limited versus

Province of Punjab etc. (PLD 2020 Lahore 565) all relevant points have been discussed in this judgment.

Further submitted that it would be advantageous to discuss about the bidder, its role, rights and the scope of signing of contact/agreement to a party. A bidder is an individual or organization that submits a proposal to undertake a specific project or provide goods/services at a specified price and in the context of public interest projects or government contracts, the bidders play an important role in competing for projects/contracts. The basic role of a bidder is to

- i) Submit proposals or bids for a project or contract;
- ii) Provide goods or services as specified in the said project or contract.
- iii) Comply with the terms and conditions of the project/contract awarded to him.
- iv) Whereas the rights of a bidder included the right of fair evaluation of his bid is protected.

52. Further submitted that the appellant does not have the right to put in shoe in the rights of the answering respondent on this belated stage. The appellant mis led the Honorable Islamabad High Court Islamabad in Para R (i) of the grounds in writ petition no WP. 2814/26 through which they deliberately with mala-fide intention alter the original language of bidding documents to procure favorable order. That the appellant annexed irrelevant reference of bidding documents namely Jandran and Sara west which has no relevance with the instant tender.

53. Further submitted that the appeal of the Petitioner/Shahzad Processing Solutions, may kindly be dismissed having against the law of PPRA ordinance 2002 and PPRA Rules 2004.

54. The counsel for the respondent No. 6 (M/s E Gas Pvt Limited) submitted that the instant reply has been filed through Dr. Taimur Raza, Director of M/s EGas Pvt. Ltd., who is duly authorized to file the instant reply. Further submitted that M/s EGas Pvt. Ltd. is a pioneer in the flare gas business in Pakistan, having successfully completed multiple projects, while several others are currently in operation. The outcome of the technical evaluation report did not alter the outcome of the final bidding process, as Respondent emerged as the lowest bidder pursuant to the financial bid. Therefore, the grievance raised by the appellant, to the extent it concerns M/s EGas Pvt. Ltd., is without any force. The appellant, insofar as M/s EGas Pvt. Ltd. is concerned, is not an aggrieved party.

55. Further submitted that this was the first occasion on which OGDCL invited bids to be submitted online. Respondent fulfilled all the technical evaluation criteria in accordance with the terms and conditions of the bidding documents. However, at the time of submission of the online bid, due to a technical error, the audited financial statements of Respondent were not uploaded, despite Respondent having complied with Clause 8(vi) of the terms and conditions by attaching the said documents. Subsequently, pursuant to the filing of a grievance petition before the Committee, Respondent explained that, due to an online technical error, the audited financial statements could not be uploaded. Consequently, the Committee accepted the grievance and allowed Respondent to upload only the audited financial statements. Upon opening of the financial bids, Respondent did not emerge as the highest bidder; therefore, the contract was not awarded to Respondent. Accordingly, the appellant's contention that the technical evaluation report changed the outcome of the final result is without any force insofar as M/s EGas Pvt. Ltd. is concerned. Furthermore, under the PPRA Rules, 2004, it is a well-established principle that procurement decisions should be based on the best value for

money. Therefore, maximum competition should be encouraged, and undue reliance on technicalities should be avoided.

56. Further submitted that the appeal to the extent of the Respondent No. 6 may kindly be dismissed.

57. The Appellate Committee has heard the learned representatives of the Appellant, Respondents (OGDCL), Respondent No.5 (M/s Alpha Eximp Pvt Ltd.) and Respondent No.6 (M/s E-Gas Pvt Ltd.) at considerable length. The pleadings of the parties, the Bid Evaluation Reports dated 25.03.2026 and 05.05.2026, the Grievance Redressal Committee (GRC) proceedings, the bidding documents, Instructions to Bidders (ITB), relevant correspondence, and the material placed on record have been carefully examined.

58. 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.

59. 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.

60. In terms of Rule 31 “Clarification of bids” of the Public Procurement Rules, 2004, which states:

(1) *No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.*

(2) *Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing.*

61. In terms of TOR 6 “Bid Consideration Criteria” of the Bidding Document, which is reproduced as under:

The bid shall be considered as valid if it meets the following minimum submission requirements:

- i. Bid shall be submitted online on OGDCL’s SAP Ariba Portal on or before as per schedule mentioned in Press Tender Notice / RFP and any delay will not be on the part of the seller.
- ii. The bid is submitted on the bidders printed letter head and contains or is accompanied by the following minimum information:
 - a. Bid price per MMBTU.

- b. An undertaking that the terms and conditions contained in the specimen agreement at Appendix-A is acceptable to the bidder, and such Terms & Conditions will not be made subject to any conditionalities.
- c. Initialed draft Gas Sale / purchase agreement, prepared on the basis of specimen at Appendix-A.
- d. Bid bond (refundable) in the shape demand draft / pay order for Rs. 20,00,000/- (Rupees two million) drawn in favor Seller, otherwise the bid will be treated as non-responsive.
- e. The bidder shall provide copy of NTN No. and Sales Tax Registration with the concerned Revenue Authority.
- f. The bidder shall provide valid registration with SECP since at least last two years along with experience similar business at least last two years.
- g. An undertaking to comply with all relevant applicable policies and licenses required by the regulator.

62. **In terms of TOR 8 “Obligations of Seller and Buyer” of the Bidding Document, which is reproduced as under:**

Potential bidders would have to submit documentary evidence of:

- i. General Sales Tax Registration Certificate.
- ii. National Tax Number (NTN) Certificate.
- iii. Valid registration of Company with SECP since at least last two years.
- iv. Technical information / experience of the Company of similar project.
- v. Details of relevant experience since at least last two years / profile of the Company.
- vi. Latest audited financial statement since at least last one year.
- vii. Bank certificate regarding the history of Bank account opening and overall financial stability of the bidder.



63. Vide OGDCL Letter No. PPK-6041/211/26 dated 22-04-2026, addressed to M/s Alpha Eximp Pvt. Limited, it was communicated as follows:

"In pursuance of your request made before the Grievance Redressal Committee during its proceedings held on 21-04-2026, you are hereby afforded an opportunity to furnish the requisite documents that could not be submitted/uploaded along with your bid at the time of submission. The Committee has referred the matter back to the Technical Evaluation Committee for re-evaluation in light of the documents to be furnished by you. Accordingly, you are advised to submit the following mandatory documents, as required under the Terms of Reference (TORs):"

1. NTN Certificate & Sales Tax Registration with concerned Revenue Authority.
2. Draft GSA at Annex-A to be initialed and attached as an acceptance of Terms and Conditions therein.
3. GST Registration Certificate.
4. Company profile & details of experience in the relevant business for at least last two years.
5. Latest audited financial statement for at least last one year.

64. Vide OGDCL Letter No. PPK-6041/211/367/26 dated 22-04-2026, bearing the subject "Minutes of the Meeting of the Working Committee for Addressing Grievances Other than Procurement Cases Held on April 20, 2026," it was, inter alia, recorded as follows:

M/s Alpha Eximp Pvt Ltd. filed a grievance dated March 26, 2026. During the GRC hearing, the bidder claimed compliance with Clause 6 of the TORs was sufficient and that missing documents should have been sought. The bidder also alleged PPRA violations and informed of

appeals filed before PPRA and the Islamabad High seeking a stay.

The Technical Evaluation Committee stated that the evaluation was conducted strictly as per TORs with transparency and equal treatment. M/s Alpha Eximp submitted only 04 out of 09 mandatory document. Lacking key requirements including NTN, GST registration, initialed GSPA, company profile / experience, and audited financial statements, rendering the bid non-responsive.

In view of the above, the working committee referred the matter back to the Technical Evaluation Committee for re-evaluation, directing it to obtain the required documents, reassess the bid within 3 to 4 working days and then submit its findings accordingly.

65. The Respondents (OGDCL), in paragraph 7 of their written reply, have submitted and averred as follows:

The GRC assessed the grievance and the response of the Technical Evaluation Committee (TEC). The TEC was of the opinion that the Respondent Alpha Eximp'S bid did not contain documents such as its National Tax Number, GST registration, initialed GSPA, etc., rendering its bid non-responsive. The Respondent Alpha Eximp asserted that its bid was in compliance with the Bid TORs, particularly Clause 6 thereof. Its contention was that a reading of Clause 6 of the TORs indicated that information qua these documents should be contained in the, and a bidder 'shall provide these documents, leading it to believe that such documents will be solicited and the bidder shall provide them at a later date. The GRC thereafter referred the matter back to the TEC, directing it to obtain the required documents, reassess the bid within 3-4 working days and then submit its findings. Respondent Alpha Eximp thereafter produced the following documents.

- a. Sales Tax certificate registered since 27.06.2023
- b. Taxpayer registration Certificate dated 8.06.2023

- c. Certificate of Incorporation with the SECP dated 8.06.2023
- d. Initialed Gas Sale Purchase Agreement
- e. Documentary proof of previous experience in related enterprise
- f. Documentary proof of group experience in related enterprise.
- g. Group profile of sponsors.
- h. Audited financial statement
- i. Bank account maintenance and credit worthiness certificates

66. In reply to the letter of the Public Procurement Regulatory Authority (PPRA), OGDCL, vide Letter No. PPK/6041/211/740/26 dated 20-07-2026, addressed to the Authority, inter alia, submitted and averred as follows:

TOR 6 and TOR 8 are distinct in nature, whereby TOR 8 requires the buyer to furnish documents as may be required by the procuring agency and is not restricted to the documents specified under TOR 6. Furthermore, Rules 17 and 31 of the Public Procurement Rules, 2004 empower the procuring agency to seek clarifications and supporting documents from bidders, provided that such clarification do not alter the substance of the bid. Additionally, the documents mentioned in TOR 6 were complied with, which is the bid consideration criteria, whereas, TOR 8 sets out obligations of the Buyer and the Seller, and requires documents to be produced on demand.

67. The Appellate Committee, upon examination of the record, observed that the following documents had been submitted/uploaded by the respective bidders, i.e., M/s Alpha Eximp and M/s Shahzad Processing Solutions, pursuant to the bidding process conducted for Lashari X-1 on 27-01-2026:

M/s Alpha Eximp:

- i. Bid bond for Rs. 20,00,000/- (Rupees two million) drawn in favor Seller (OGDCL); TOR 6
- ii. An undertaking to comply with all relevant applicable policies and licenses required by the regulator; TOR 6
- iii. An undertaking that the terms and conditions contained in the specimen agreement at Appendix-A is acceptable to the bidder, and such Terms & Conditions will not be made subject to any conditionalities; TOR 6
- iv. Certificate of Incorporation; TOR 6 "The bidder shall provide valid registration with SECP since at least last two years along with experience similar business at least last two years.

M/s Shahzad Processing Solutions:

- Bid bond for Rs. 20,00,000/- (Rupees two million) drawn in favor Seller (OGDCL); TOR 6
- Bank Guarantee;
- Tax Pyer Registration Certificate; TOR 6
- An undertaking to comply with all relevant applicable policies and licenses required by the regulator; TOR 6
- An undertaking that the terms and conditions contained in the specimen agreement at Appendix-A is acceptable to the

bidder, and such Terms & Conditions will not be made subject to any conditionalities; TOR 6

- Certificate of Incorporation; TOR 6 “The bidder shall provide valid registration with SECP since at least last two years along with experience similar business at least last two years.
- Details of relevant experience since at least last two years / profile of the Company; TOR 8
- Technical Proposal.
- Latest audited financial statement since at least last one year; TOR 8

68. The controversy essentially revolves around whether the Procuring Agency was legally justified in revising the technical evaluation of M/s Alpha Eximp after bid opening by permitting submission of documents admittedly not uploaded with the original bid, and whether such action is consistent with the Public Procurement Rules, 2004 and the terms of the bidding documents.

69. At the outset, it is observed that Rules 29 and 30 of the Public Procurement Rules, 2004 constitute the cornerstone of the public procurement regime. Rule 29 mandates that evaluation criteria must be expressly specified in the bidding documents, and failure to prescribe an unambiguous evaluation criterion amounts to mis-procurement. Rule 30 of the Public Procurement Rules, 2004 further obligates the procuring agency to evaluate all bids strictly in accordance with the criteria and conditions contained in the bidding documents and prohibits the application of any criterion not previously specified.

70. The bidding documents, particularly TOR 6 (Bid Consideration Criteria), unequivocally stipulate that a bid shall be considered valid only if it is accompanied by the prescribed

minimum documents, including, inter alia, the initialled draft Gas Sale Purchase Agreement, NTN Certificate, Sales Tax Registration, SECP registration together with relevant experience, and the undertaking regarding regulatory licences. Likewise, TOR 8 requires documentary evidence relating to tax registration, company registration, experience, audited financial statements and banking credentials. These requirements collectively formed an integral part of the qualification criteria against which bids were to be evaluated.

71. The record demonstrates that the Technical Evaluation Committee (TEC) initially declared M/s Alpha Eximp technically non-responsive because several mandatory documents required under the bidding documents had not been submitted with the bid. This position is expressly reflected not only in the Technical Evaluation Report dated 25.03.2026 but also in the minutes of the GRC meeting dated 22.04.2026, wherein the TEC acknowledged that Alpha Eximp had submitted only four out of the required mandatory documents.

72. Instead of determining the grievance on the basis of the bid as submitted, the GRC directed the TEC to call for the missing documents after bid opening and thereafter re-evaluate the bid. Pursuant thereto, OGDCL, through its letter dated 22.04.2026, specifically required M/s Alpha Eximp to furnish the missing NTN Certificate, GST Registration, initialled GSPA, company profile, experience certificates and audited financial statements. Upon receipt of these documents, the TEC reversed its earlier conclusion and declared the bidder technically responsive.

73. The defence advanced by OGDCL is that such exercise was permissible under Rules 17 and 31 of the PPRA Rules, 2004, contending that the documents merely constituted clarifications of an existing bid. This contention cannot be accepted.

74. Rule 31 of the Public Procurement Rules, 2004 clearly prohibits any alteration or modification of a bid after opening. The only exception permits written clarifications provided such clarification does not change the substance of the bid. The distinction between clarification of an existing document and submission of a document not originally forming part of the bid is well recognized. A clarification explains or elucidates an existing submission; it cannot be used as a mechanism to cure substantive deficiencies or permit completion of an otherwise non-responsive bid.

75. The documents subsequently furnished by M/s Alpha Eximp were admittedly absent from its original bid uploaded on Sap Ariba Portal. They included statutory registrations, audited financial statements, company profile, documentary evidence of experience and the initialled draft agreement. These were not explanatory documents but constituted mandatory qualification documents forming part of the prescribed eligibility criteria. Their subsequent submission materially altered the legal status of the bid from "non-responsive" to "responsive." Such an exercise cannot, by any interpretation, be regarded as a mere clarification within the meaning of Rule 31 of the Public Procurement Rules, 2004.

76. Similarly, reliance upon Rule 17 of the Public Procurement Rules, 2004 is misconceived. Rule 17 empowers a procuring agency to seek information regarding the professional, technical, financial or legal competence of a supplier where credible reasons exist regarding such capacity. The provision does not authorize the procuring agency to permit submission of mandatory bid documents omitted at the time of bid submission, nor can it override the express prohibition contained in Rule 31 or the mandatory evaluation framework prescribed under Rules 29 and 30 of the Public Procurement Rules, 2004.

77. The Procuring Agency itself admitted before this Authority that the documents in question were "missing documents

that could not be submitted/uploaded earlier with the bid." This admission is fatal to the Respondents' contention that only clarifications were sought.

78. The argument advanced by OGDCL that TOR 6 and TOR 8 are distinct and that documents under TOR 8 could be furnished subsequently is likewise without merit. The language employed in the bidding documents does not support such interpretation. Both TORs prescribe documentary requirements to establish technical responsiveness and bidder qualification. Had the Procuring Agency intended to permit subsequent submission of these documents, such relaxation ought to have been expressly incorporated in the bidding documents themselves. No such provision exists.

79. It is a settled principle of PPRA Regulatory Framework that the procuring agency is bound by the terms of bidding documents and cannot introduce a different evaluation methodology after bids have been opened. Any departure from the published evaluation criteria compromises the principles of transparency, equal treatment and fair competition embodied in Rule 4 of the Public Procurement Rules, 2004.

80. The Appellate Committee also finds substance in the Appellant's contention that the impugned decision of the GRC does not satisfy the requirement of a reasoned decision. The communication dated 20.05.2026 merely conveys rejection of the grievance without recording reasons or addressing the specific objections raised by the Appellant. Although Rule 48 does not prescribe any particular format of an order, every statutory authority exercising quasi-judicial powers is obligated to assign reasons in support of its conclusions. Such obligation flows not only from Section 24-A of the General Clauses Act, 1897, but also from the well-established principles of transparency, fairness and natural justice consistently recognized by the superior courts. A speaking order is indispensable to enable an aggrieved party to

understand the basis of the decision and to facilitate meaningful judicial or appellate review.

81. With regard to the controversy concerning the OGRA licence, the Appellate Committee is of the view that the bidding documents merely required an undertaking regarding compliance with applicable regulatory licences and did not expressly prescribe possession of an OGRA licence as a pre-bid eligibility condition. Consequently, the Appellant's contention on this aspect alone cannot invalidate the procurement process. However, this observation does not cure the fundamental illegality arising from permitting post-bid submission of mandatory qualification documents.

82. The Respondents have repeatedly argued that Alpha Eximp was the highest financial bidder and that acceptance of the Appellant's bid would have caused financial loss to OGDCL. While value for money is undoubtedly an important objective of public procurement, financial advantage cannot override mandatory statutory requirements. PPRA Regulatory Framework seeks not merely the highest financial offer but a process that is lawful, transparent, fair and compliant with the prescribed evaluation criteria. A bid which was non-responsive at the time of bid opening cannot subsequently be rendered responsive by permitting material supplementation after opening merely because it offers a higher price.

83. The subsequent issuance of the Letter of Intent and execution of the Gas Sale Purchase Agreement also do not validate an action otherwise found to be contrary to the mandatory provisions of the Public Procurement Rules, 2004. Rights flowing from a contract founded upon an evaluation process inconsistent with the statutory procurement framework cannot defeat the jurisdiction of this Authority under the PPRA Regulatory Framework.

84. Accordingly, the Appellate Committee concludes that the record unequivocally establishes that the Procuring Agency acted in violation of Rules 29, 30 and 31 of the Public Procurement Rules, 2004, by permitting the successful bidder to submit mandatory qualification documents after the opening of bids and by treating such post-bid submission as a mere clarification. Such an approach is contrary to the statutory procurement framework, which mandates that bids be evaluated strictly on the basis of the evaluation criteria and documents submitted within the prescribed time, and expressly prohibits any alteration, modification or material supplementation of a bid after its opening.

85. The Revised Evaluation Report dated 05.05.2026 was admittedly prepared after consideration of documents that did not form part of the original bid submitted by M/s Alpha Eximp. Since the revised determination of technical responsiveness was based upon material furnished subsequent to the opening of bids, the said evaluation is vitiated by illegality and cannot be sustained in the eyes of law.

86. Furthermore, the decision of the Grievance Redressal Committee (GRC) dated 20.05.2026 is devoid of reasons and merely communicates the rejection of the Appellant's grievance without addressing the objections raised or disclosing the basis of its conclusions. Such a non-speaking order falls short of the statutory obligation to pass a reasoned decision and is inconsistent with the requirements of transparency, fairness, and due process embodied in Section 24-A of the General Clauses Act, 1897, read with Rule 48 of the Public Procurement Rules, 2004, as well as the settled principles of administrative and procurement law.

87. In consequence, the procurement process, having departed from the prescribed evaluation criteria and the mandatory conditions of the bidding documents by allowing post-bid rectification of substantive deficiencies, stands vitiated by material procedural illegality. Such deviation compromises the principles of

transparency, equal treatment, fairness, and competitive bidding underlying the Public Procurement Rules, 2004, and therefore renders the impugned evaluation and consequential procurement actions legally unsustainable.

88. Keeping in view the above, the Appeal is accepted. Consequently, the Revised Technical Evaluation Report dated 05.05.2026 and the decision of the Grievance Redressal Committee dated 20.05.2026, are hereby set aside.


(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: 3rd August, 2026

Each page of the order has been signed by all members of the Committee. The order comprises forty-eight (48) pages.