



F. No. PPRA/AP-35/2026
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 Aqib Trading Company (ATC)

...the “Appellant”

Vs.

Directorate General Procurement (Army), etc.

...the “Respondents

<u>Date of Hearing</u>	Mr. Ayaz Ahmed (Advocate), Mr. Aqib Ismail (CEO)
12.08.2026	(On behalf of Appellant)
	Col. Muhammad Faisal (DD Legal) submitted response on behalf of the Respondent(s)
	(On behalf of Respondents)

APPEAL UNDER RULE 48 OF THE PUBLIC PROCUREMENT RULES AGAINST THE ILLEGAL, ARBITRARY, AND UNJUST REJECTION OF THE APPELLANT'S TECHNICAL OFFER AND GRIEVANCE IN TENDER ENQUIRY NO. 28A-2630-FY-25-26-1-C-MED

The Authority received the titled Appeal on 24.06.2026, filed under Rule 48(7) of the Public Procurement Rules, 2004. The Authority on receipt of the Appeal issued notices to the parties wherein it was directed to appear in person or through their nominated representatives or Counsel before the Authority on 12.08.2026 before the Appellate Committee in the Committee Room of this Authority.

2. On the said date of hearing (12.08.2026), the above-mentioned learned counsel and representative of the Appellant appeared before the Committee and presented their arguments at length.

The Respondents provided written arguments to the Committee.

3. The learned counsel for the Appellant submitted that the Appellant is a reputable private limited company registered under the laws of Pakistan, engaged in the business of procurement and supply of surgical disposables, surgical items, medical equipment and allied healthcare products to various Government, Semi-Government, Armed Forces and Private Hospitals throughout Pakistan. The Appellant is filing this appeal through its duly authorized CFO. The Respondent No. 1 invites procurement on behalf of the procuring agency and is bound to strictly adhere to the Public Procurement Regulatory Authority (PPRA) Ordinance, 2002, and the Public Procurement Rules. Therefore, this Authority has the exclusive jurisdiction to entertain, try, and adjudicate upon the instant appeal.
4. The counsel of the Appellant submitted that the Respondent No. 1 floated a tender bearing Tender Enquiry No. 28A-2630-FY-25-26-1-C-MED for the procurement of medical supplies, specifically Polyglactin 910, Absorbable Suture of various sizes. In response appellant submitted all the requisite documents under invitation to tender and general instructions vide letter IT No. 28A-2630-FY-25-26-1-C in Dec, 2025.
5. The counsel of the Appellant submitted that the Appellant, possessing requisite technical capabilities and financial standing, legally submitted bidding documents and Technical Offer on 08.01.2026, strictly in line with the bidding documents.
6. The counsel of the Appellant submitted that on 13.05.2026, Respondent No. 1 issued an official rejection notice regarding technical offer against TE No. 28A-2630-FY-25-26-1-C-MED for the procurement of medical supplies, specifically



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Polyglactin 910, Absorbable Suture of various sizes, with a single statement that your firm has been technically rejected without assigning any reason for rejection. That aggrieved by this arbitrary treatment, the Appellant formally lodged a statutory grievance under PPRA Rules 48(2) & 48(3) on 15.05.2026, addressed to the Grievance Redressal Committee (Respondent No. 2). The Appellant explicitly brought on record that no reason of rejection has been assigned or communicated to the appellant, however offered products by appellant are successfully verified by relevant laboratories, and actively supplied across top-tier civilian and military institutions in Pakistan without a single quality complaint.

7. Further submitted that subsequent to submission of formal grievance by appellant, a letter dated 11.06.2026 (communicated post facto/belatedly) was received by the Appellant, stating that the Grievance Redressal Committee, had regretted/rejected the Appellant's stance based on the dictate of the inspection authority/end-user, by assigning vague, illogical and unjustified reasons, by declaring appellant's products having;

- a) Insecure Knot
- b) Loose braids

8. The counsel of the Appellant further submitted that no independent laboratory tests, inquiry and examination was conducted by the GRC, neither appellant was provided with reports, reasons and analysis which could eventually justified the rejection of technical offer of appellant.

9. Further submitted that left with no other alternative, and to formally register a final statutory and legal protest against the high-handedness, non-responsiveness, and lack of transparency displayed by the procuring agency, the Appellant served a formal Legal Notice dated June 13, 2026 upon the

Respondents, the said Legal Notice explicitly called upon the Respondents to halt any illegal financial openings, address the systemic flaws in the technical rejection certified/approved products, and fairly decide the grievance in writing. However, reply dated 19.06.2026 was received on 23.06.2026 in which contentions of appellant were explicitly and evasively denied without providing any logics and reasons to substantiate respondent's stance.

10. The counsel of the Appellant submitted that the impugned technical rejection and the subsequent dismissal of the grievance by the Respondents are illegal, void ab initio, and unsustainable on the following legal and factual grounds:

a) That the impugned technical rejection and the subsequent actions of the Respondents are blatantly illegal, arbitrary, mala fide, and in flagrant violation of Rule 4 of the Public Procurement Rules, 2004 (PPRA Rules), which strictly mandates that procuring agencies must ensure all procurements are conducted in a fair, transparent, and competitive manner, providing equal opportunity to all bidders.

b) That Rule 30 dictates that bids shall be evaluated strictly in accordance with the evaluation criteria specified in the bidding documents. The Respondents used ambiguous terms like "insecure knot" and "loose braids" without backing them up with any quantitative standard laboratory testing reports or comparative metrics. This violates the principle of objectivity in technical evaluation.

c) That the Appellant's product holds premium international certifications (US FDA 510(k) No. K230746). Furthermore, the Appellant produced past Purchase Orders proving that the Pakistan Army itself has procured and utilized items from this exact manufacturer with flawless satisfaction. To declare a previously accepted, internationally certified product as "technically unsuited" on arbitrary visual remarks constitutes colourable exercise of power.

d) That the impugned GRC decision dated 11.06.2026, is a classic "non-speaking order." It contains no independent, logical reasoning from the GRC. Rule 48 requires the Grievance Redressal Committee to look into the merits of the case independently. Instead, the GRC merely rubber-stamped the subjective opinion of the "inspection authority/end-user." failing to act as an impartial adjudicating body.

e) That the failure of the Respondents to promptly communicate the decision of the GRC, while concurrently preparing to open financial bids of the surviving favourite bidder, points directly to an attempt to present the Appellant with a fait accompli, violating the right to a fair trial as guaranteed under the law.

f) The Respondents' reply to legal notice and outright rejection of contentions of appellant to reply to or act upon the formal Legal Notice dated 13.06.2026 served by the Appellant further establishes their arbitrary, malicious, and predetermined mind-set. It cements the fact that the procuring agency is bent upon creating an uncompetitive monopoly in direct defiance of the dictates of the PPRA Ordinance, 2002, leaving the Appellant with no other option but to seek immediate shelter under this Honourable Authority's regulatory intervention.

11. The counsel of the Appellant further submitted reply to objections regarding non-maintainability of appeal that the Appellant has filed the above-captioned appeal under Rule 48(7) of the Public Procurement Rules, 2004, challenging the illegal and arbitrary actions of the Respondents in relation to Tender Enquiry No. 28A-2630-FY-25-26-1-C-MED. That objections raised by respondents are legally untenable, misconceived and deserve outright rejection. The objections are based upon an erroneous assumption that DPP&1-35 excludes the jurisdiction of the Public Procurement Regulatory Authority, no provision of law has been cited which expressly bars the jurisdiction of PPRA. That the jurisdiction of this Honourable Authority emanates from the Public Procurement Regulatory Authority Ordinance, 2002 and the Public

Procurement Rules, 2004. Being a statutory forum established under Federal law, its jurisdiction cannot be curtailed, restricted or excluded by departmental instructions, administrative guidelines or internal procurement procedures. That DPP&1-35 is merely an administrative framework governing internal procurement procedures. It neither has overriding effect over the PPRA nor contains any provision expressly excluding the jurisdiction of PPRA.

12. Further submitted that the Respondents have relied upon Chapter XXVIII of DPP&1-35. Even if the said Chapter provides an internal grievance mechanism, the same is only a departmental remedy. Such departmental procedure cannot override or substitute the statutory appellate jurisdiction conferred upon PPRA under the Public Procurement Rules, 2004. It is a settled principle of law that executive instructions or departmental manuals cannot supersede statutory provisions enacted under law. The procurement in question is admittedly a public procurement undertaken by a procuring agency functioning under the Federal Government. Consequently, the procurement remains subject to the PPRA legal framework.

13. Further submitted that the respondents have failed to identify any statutory provision declaring that procurements governed by DPP&1-35 stand exempt from the Public Procurement Regulatory Authority Ordinance, 2002 or the Public Procurement Rules, 2004, whereas in letter No. 1557/40/DGDP/PC-1/11/81/74/DP-11 dated 26.02.2024, it is categorically mentioned that if any instructions enunciated in DPP&1-35 relating to procurement is in conflict with PPRA Rules, the later shall be taken as an Authority.

14. Further submitted that without admitting that DPP&1-35 provides an effective statutory appellate remedy, the mere existence of an internal departmental forum does not



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automatically divest this Honorable Authority of its statutory jurisdiction. That where the grievance concerns illegality, arbitrariness, discrimination, violation of procurement rules and denial of a fair procurement process, the statutory jurisdiction of PPRA remains fully attracted. That present appeal challenges actions which are arbitrary, discriminatory, unlawful and violative of the governing procurement framework. The appeal has been filed strictly in accordance with the Public Procurement Rules, 2004 before the competent statutory appellate authority. Therefore, it is fully competent and maintainable.

15. Further submitted that the appellant has exhausted all the mechanisms prescribed under Chapter XXVIII of DPP & I-35, initially appellant submitted his grievance dated 15.05.2026, the stance of appellant was disregarded by respondents vide GRC decision dated 11.06.2026, thereafter appellant served legal notice dated 13.06.2026 to respondents which though was answered dated 19.06.2026, but grievance of appellant remained unresolved, thereafter appellant vide letter No. 5211 dated 22.06.2026 tendered his grievance to the second tier that is CLS/HQ challenging the illegalities of procurement of multiple products, in general, the same was also not heard nor any reply was received from respondents, whereas the third Tier of Joint Appeal Committee (JAC) can only be invoked after award of contract as mentioned in IT documents, whereas appellant approached this Honorable Authority before finalization of Contract, as valuable rights of appellant were at stake due to mis-procurement at the hands of respondents.

16. Further submitted that appellant submitted his tender under the guidelines of DP-35 encompassing Contract Form DP-19 and Contract Act 1872, moreover appellant has exhausted all the remedies available. The appellant has invoked his statutory rights as envisaged in PPRA Rules, the same cannot be

overruled by the respondents. The Respondents reliance upon the undertaking executed by the Appellant is wholly misconceived, no undertaking, contractual clause or condition contained in the bidding documents can deprive a bidder of statutory remedies available under Federal law, any contractual clause inconsistent with statutory rights is unenforceable to that extent, therefore, the undertaking relied upon by the respondents has no legal effect in excluding the jurisdiction of PPRA.

17. Further submitted that appellant has not bypassed the prescribed statutory remedy and has knocked all the doors of prescribed redressal forums, whereas it is pertinent to mention here that respondents are least interested in the grievances of appellant the same can safely be inferred from letter No. 28B-5010/Gen-7LPD10B dated 12.05.2026, in the said letter multiple references are mentioned to the letters of appellant instead of hearing the appellant, appellant is discouraged to refrain from making unsubstantiated claim if appellant will adopt such claim appropriate action may be initiated, which clearly suggests that respondents instead of hearing the grievance of appellant are threatening the appellant, therefore appellant is left with no efficacious remedy instead of invoking the Jurisdiction of this Honorable Authority.

18. The Respondent (Directorate General Procurement Army) submitted their written reply wherein they have raised objections on the maintainability of the instant Appeal. Further submitted that the legal jurisdiction of PPRA can only be invoked after availing all available departmental remedies. It is informed that the procurement in question pertains to defence procurement and is governed by the Defence Procurement Procedure and Instructions (DPP&I-35). The mechanism for redressal of grievances and appeals is specifically prescribed under Chapter XXVIII of DPP&I-35. The statutory framework

provides a three-tier appellate mechanism, which is the exclusive remedy available to aggrieved bidders. Further submitted that the applicability of DPP&I-35 for governing the procurement has also been explicitly mentioned in clause/Standard Bidding Document (SBD) and the bidder has signed the undertaking to participate in the procurement under the applicable procedure defined in the bidding document.

19. The Respondent further submitted that the Appellant has bypassed the prescribed statutory remedy and directly invoked the jurisdiction of PPRA. It is a settled principle of law that where a statute provides a complete mechanism for redressal of grievances, the prescribed remedy must first be exhausted before approaching another forum. The present appeal is, therefore, premature and not maintainable.

20. Further submitted that the Appeal bearing No. PPRA/AP-35/2026 may kindly be dismissed being non-maintainable for want of jurisdiction and non-compliance with the mandatory statutory appellate mechanism prescribed under DPP&I-35 with direction to the Appellant for availing grievance redressal mechanism remedies available to him under DPP&I-35.

21. The appeal has been filed under Rule 48(7) of the Public Procurement Rules, 2004 against the illegal, arbitrary, and unjust rejection of the Appellant's Technical Offer and Grievance undertaken by the Respondent/Procuring Agency (Directorate General Procurement Army) relating to procurement of medical supplies (Polyglactin 910, absorbable Suture).

22. The instant Appeal has been filed by the Appellant under Rule 48(7) of the Public Procurement Rules, 2004, challenging its technical rejection in Tender Enquiry No. 28A-2630-FY-25-26-1-C-MED relating to procurement of medical supplies

(Polyglactin 910, absorbable Suture), as well as the decision of the Grievance Redressal Committee (GRC) dated 11.06.2026.

23. The Appellate Committee heard the Appellant, examined the documents placed on record by Appellant and Respondents, bidding documents, GRC proceedings / decision and the relevant provisions of the Public Procurement Rules, 2004, the Redressal of Grievances Regulations, 2021, and the Defence Procurement Procedure and Instructions-35 ("DPP&I-35") governing the subject procurement.
24. 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.

25. 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.

26. In accordance with Chapter XXVII "The Redressal of Grievances and Appeals" of DPP&I-35, which states:

Appellate Authorities (Tiers of Appeal):

The three tiers of the Appellate Authorities to file Review Petition are as under:

a. Tier 1 – Respective DPs. Heads of respective DPs, where CPOs are AD/DD/Dir of the DP concerned. Composition is as under:

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|---|----------|
| 1) DGP (A)/DP(N)/DP (Air) | Chairman |
| 2) Dir (M&B)/DGP (Army)/
DDP (N)/DDP (Air) | Members |
| 3) AD Legal | Members |

b. Tier 2 – Services HQ. The Standard Appeal Committee (SAC) of respective Service HQ, where the CPOs are respective Heads of DPs.

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|------------------------|----------|
| 1) CLS/DCNS/DCAS(S) | Chairman |
| 2) Inspector concerned | Members |
| 3) Rep of JAG | Members |
| 4) DFA (Service) | Members |
| 5) DP concerned | Members |

c. Tier 3 – MoDP. The Joint Appeal Committee (JAC) in MoDP, where Services Chiefs are the CPOs.

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|------------------------------|----------|
| 1) Secy MoDP | Chairman |
| 2) AS (DP) | Members |
| 3) DGDP | Members |
| 4) DP (concerned) | Members |
| 5) FA(DP) | Members |
| 6) JS (DP) | Members |
| 7) AD (Legal) (DP concerned) | Members |
| 8) DS-II (DP-6) | Members |
| 9) SO (DP-6) | Members |

Procedure:

a. Any party may file written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the policies of the MoDP, the provisions of DPP&1-35, or the laid down procedures of the Services HQ. Such appeals can be filed within five days in case of national bidding and ten days for international bidding from the date of initiation of ITBs, the GRC shall address the complaint well before the proposal submission deadline, preferably four days before submission deadline in case of national bidding and seven days in case of international bidding

b. Any bidder feeling aggrieved by any act of the procuring agency for the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and within five days after issuance of final evaluation report.

c. Procuring agencies will ensure that the ITBs contain sufficient information or reference to the GRC and procedure for lodging appeal by the aggrieved party.

d. Bidders filing an appeal should be clear that mere act of lodging a complaint shall not suspend the procurement process.

e. Firms will highlight specific grievance in the complaint and avoid unnecessary blame game.

f. In case, the complaint is filed after the issuance of final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.

g. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

h. The decision of GRC shall be intimated to the complainant within 15 days of filing of written complaint.

i. In case the GRC finds any mala-fide on the part of the firm in raising the grievance e.g. to undermine the bidding



Amir Khan

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process, the GRC will initiate the administrative/ legal action accordingly ({Corrupt and Fraudulent Practice' (blacklisting)} against the firm.

Appeals/Review Petitions with Appellate Authorities

Firm can appeal against any penalty/ disciplinary action, rejection of store or any problem area towards the execution of contracts to the CPO with a copy to the DGDP/DPs concerned.

a. Firms will initiate appeals on its letter head pad duly signed by MD/ CEO/authorized signatory, in the name of the authority with information copy to the authority against whom the appeal is being lodged. The firm will also endorse a copy of the appeal to the concerned DP with full grounds and justification as under: -

(1) Statement of appeal (i.e. against LD, RE, blacklisting etc.).

(2) Decision of the lower tier, if applicable, and the aspects not taken into considerations by that tier.

(3) Justification / argument of the firm against the other party. The complainant will support his argument with references to the policies of the MoDP, Rules of DPP&1-35, instructions of the Services HQ, or contractual clauses etc.

(4) Statement of relief requested.

b. In case, a firm does not feel satisfied with the decision, she may lodge another appeal with the next tier, where applicable, within 30 days of receipt of formal decision in writing from the appellate authority. Filing of appeal after 30 days will be considered time barred unless the justification for delay is accepted by the next tier and appeal is admitted for hearing.

c. The complainant will file the appeal with the next tier after exhausting the proceedings in the lower tier, where applicable, or if the case is not decided by that tier within the following time limits: -

(1) 1st Tier 60 days (two months)

(2) 2nd Tier 120 days (four months)

GRIEVANCE REDRESSAL:

General: Any Bidder feeling aggrieved by any act after submission of his bids and prior to award of the contract may lodge a written complaint to Grievances Redressal Committee (GRC) constituted at (name of concerned DP) under Rule 48 of the Public Procurement Rules (PPRA-2004). Appeal after award of contract will continue to be handled by Joint Appeal Committee (JAC) as per existing Rules.

27. In accordance with Rule 48 (7) of the Public Procurement Rules, 2004, which states:

“Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the Authority within thirty days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final”.

28. In accordance with Regulations 7 “Prescribed Fee” of the Redressal of Grievance Regulations, 2021, which states:

“The Appellant shall append with every appeal a Demand Draft / Pay Order of non-refundable fee as per Schedule-II of these Regulations. The Authority shall not entertain any Appeal which is filed without the prescribed fee”.

29. The Appellate Committee also examined the contentions of the Appellant that the technical rejection was arbitrary, subjective and contrary to Rules 4, 29 and 30 of the Public Procurement Rules, 2004. Further examined the contention of the Appellant that the Appellant's product is US FDA 510(k) approved and has previously been supplied to Government and Armed Forces institutions and the Appellant had exhausted the available grievance mechanism and that DPP&I-35 could not oust the statutory jurisdiction of PPRA.

30. However, the Appellate Committee perused the contentions of the Respondents with regard to the preliminary objections that the procurement is governed by DPP&I-35, which provides a specific multi-tier grievance and appellate mechanism. Further perused that the Appellant having participated in the procurement under the applicable procedure and signed the undertaking contained in the bidding documents, was bound to avail the prescribed remedy before approaching this Authority. Further noted that the Appellant had bypassed the prescribed appellate hierarchy and the Appellant was required to exhaust the prescribed mechanism before invoking the jurisdiction of PPRA. The Appellate Committee also observed that the Appellant approached this Authority without exhausting the prescribed departmental appellate hierarchy and, therefore, the present Appeal is premature and not maintainable.

31. Rule 48(7) of the Public Procurement Rules, 2004 provides that an appeal against the decision of the GRC may be filed before the Authority within thirty days of communication of the final decision, subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. Regulation 7 of the Redressal of Grievances Regulations, 2021 further provides that the prescribed non-refundable fee shall accompany every appeal and that the Authority shall not entertain an appeal filed without such fee.

32. The record further shows that the subject procurement is a defence procurement governed by DPP&I-35 and that the bidding documents expressly incorporated the applicable procedure. The Appellant participated in the procurement after signing the undertaking to abide by the applicable procedure, rules mentioned in both DDP&I and PPRA Rules, 2004 and conditions contained in the bidding documents. DPP&I-35 provides a specific grievance and appellate hierarchy and

requires an aggrieved party to exhaust the proceedings before the lower tier before approaching the next competent tier.

33. The Appellate Committee observed that the Appellant has failed to establish that the prescribed appellate hierarchy under DPP&I-35 was duly exhausted before filing the present Appeal. Its grievance before the GRC, subsequent correspondence/legal notice and communication to CLS/HQ do not, on the record, establish completion of the prescribed appellate process. The Appellant, therefore, cannot bypass the applicable remedy and directly invoke the appellate jurisdiction of this Authority. The Appellant participated in the procurement after signing the undertaking acknowledging and accepting the applicable procurement procedure and DPP&I-35, whereby it acknowledged that it had understood the applicable instructions to tenders, the general conditions governing the contract and DPP&I-35, and agreed to participate in accordance with the requirements of the bidding documents.

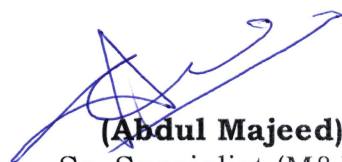
34. The Appellate Committee noted that Rule 48(7) of the Public Procurement Rules, 2004 makes the right of appeal subject to mandatory procedural requirements, including filing within the prescribed period, payment of the prescribed fee and compliance with the applicable procedure. The said right is, therefore, regulated and not unconditional. The Appellant, having participated in the defence procurement under DPP&I-35 after signing the undertaking to abide by the applicable bidding procedure, could not bypass the prescribed remedy and directly invoke the jurisdiction of the Authority without first complying with the applicable requirements.

35. The Appellate Committee further observed that the Appellant has also failed to submit the prescribed appeal fee. In view of the express language of Rule 48(7) and Regulation 7, the

prescribed fee is a mandatory condition for entertainment of an appeal. The requirement is mandatory rather than directory.

36. Foregoing in view, the Appeal is hereby dismissed being not maintainable, without entering into the merits of the technical rejection or the allegations raised by the Appellant. The Appellant may, however, be at liberty to avail any remedy available under the applicable DPP&I-35 procedure, subject to law and limitation. The Appellant may also file an Appeal after exhausting all available remedied prescribed in the bidding documents and DPP&I-35 procedure.


(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: 13th August, 2026

Each page of the order has been signed by all members of the Committee. The order comprises seventeen (17) pages.

