



**No. PPRA/AP-41/2026**  
Government of Pakistan  
**Public Procurement Regulatory Authority**  
**(Appeal & Review Petition Secretariat)**  
1<sup>st</sup> Floor, FBC Building, G-5/2, Islamabad  
<><><>

**ORDER**

M/s Armored Vehicles Pakistan (Pvt.) Ltd.

**...the “Appellant”**

Vs.

Water and Power Development Authority (WAPDA), etc.

**...the “Respondents**

|                               |                                                                                                                                                                       |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Date of Hearing</u></b> | Mr. Usama Jamshaid, Mr. Osama Ashfaq (IMC), Mr. Rasheed Mughal, Mr. Javed Lodhi<br><b>(On behalf of Appellant)</b>                                                    |
| <b>05.08.2026</b>             | Syed Rashid Hameed (CE CCC), Mr. Qaider Iqbal Gondal (Dir. HQ), Mr. Nauman Liaqat (Dir. Technical), Mr. Naseem Ahmad (XEN Tech.)<br><b>(On behalf of Respondent )</b> |

**APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004  
AGAINST THE TENDER FOR DIAMIR BASHA DAM PROJECT FOR  
PROCUREMENT FOR CONVERSION OF EXISTING TOYOTA VEHICLES  
INTO BULLET RESISTANCE / ARMORED VEHICLES (COMPLIANT WITH B6  
+ BALLISTIC PROTECTION LEVEL AS PER CEN 1522 AND CEN 1063**

The Authority received the titled Appeal on 01.07.2026, 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 05.08.2026 before the Appellate Committee in the Committee Room of this Authority.

2. On the said date of hearing (05.08.2026), the above-mentioned learned counsels and representatives of the parties appeared

before the Committee and presented their arguments at length. The Respondents provided written arguments to the Committee.

3. The counsel for the Appellant submitted that the SMT is not a registered company/firm with the SECP under section 42 of the Companies Act, 2017. That the CEO of SM Traders is involved in un-lawful activities regarding retrofitting of vehicle without NOC having registered FIRS against him.
4. Further submitted that the tender was published on EPADS on 18 January, 2026. The Bid was uploaded/submitted on EPADS on 14 February, 2026. That the Technical bid was opened on 16th February, 2026. 3 x vendors taken part which are as follows:
  - a. M/s. Armored Vehicles Pakistan
  - b. M/s. SM Traders
  - c. M/s. Pak Armoring
5. Further submitted that the technical evaluation was published on EPADS on 21 May, 2026 all 3 x vendors qualified technical evaluation. The Financial bid was opened on 1 June, 2026 at the site office at Gilgit Baltistan and our representative Mr. Rasheed Mughal attended the meeting. M/s. SM Traders won the tender with lowest bid as detailed under.
  - a. M/s. SM Traders (168,973,900) lowest bid
  - b. M/s. AVP (186,617,264) 2nd lowest bid
  - c. M/s. Pak Armoring (218,811,400)
6. Further submitted that M/s. AVP forwarded grievance letter to DBHP on 2 June, 2026 (within 5 x days of financial opening) to General Manager / PD with info to Chairman WAPDA.
  - a. Mandatory requirement clause of G.C.C clause 18, section VIII and S.C.C clause 12, section VII of tender inquiry that bidder to submit Indus Motor Company (IMC) joint venture certificate for warranty of vehicle (OEM parts) and armoring both be valid for 2x yrs / 60,00kms



b. Only AVP holds IMC JV certificate for warranty of both vehicle and armoring.

7. Further submitted that a reminder written to Grievance Committee on 15 June, 2026, Email and TCS also. Further added that AVP received an email from WAPDA on 18 June, 2026; no action on your grievance due to time barred, wherein, committee did not mention our 2nd June 2026 letter, which was within 5x days of financial opening. M/s. AVP again wrote a letter on 19th June, 2026 to grievance committee about written complaint within a time frame, i.e. 5 x days of financial opening.

8. Further submitted that the CEO of AVP visited WAPDA House on 22nd June, 2026 for meeting with Chairman WAPDA. Chairman could not meet. PSO to chairman directed CEO to meet Director Diamer Basha and GM/PD Basha Dam for subject grievance. CEO met with the Director WAPDA and GM/PD Basha Dam, had discussion and explain the issue of fake IMC certificate produced by SM Traders for vehicle warranty after armoring.

9. Further submitted that on the direction of GM/PD Diamer Basha again a grievance was submitted/email to redressal committee WAPDA on 22nd June, 2026 along with IMC certification that only AVP is authorized vendor for armoring. AVP also present IMC verification certificate that only AVP is the authorize vendor and no such agreement is in filled with SM Traders and Pak Armoring. Received letter from Grievance Committee on 22nd June, 2026 that the appeal is time barred.

10. Further submitted that on 22.06.2026, IMC issued an unambiguous letter to the Chairman WAPDA, PSO to Chairman, GM/PD Diamer Basha, and CCC Grievance Committee expressly confirming: (i) there is no JV/Agreement between IMC and M/s SM Traders or M/s Pak Armoring; and

(ii) IMC does not provide OEM warranty or claim for any armored vehicles other than those armored by AVP.

11. Further submitted that instant appeal under Rule 48(7) may kindly be allowed, transparency and fair play in the bid of WAPDA be ensured and necessary directions be issued as per Policy/Rules and Regulation to avoid any misappropriation of the National, Public/Exchequer in the best interest of justice.

12. Further submitted that a perusal of the Technical Evaluation Report publicized by the Respondents, it lacks transparency in all its forms. There is no scoring, no quantitative analysis, no justification for decisions made. The mere mention of "substantially responsive" defeats the letter and spirit enumerated under Rule 35 of the PPRA Rules, 2004. TERs should reflect the assessment which in this case is absent. Rule 35 is very clear in that respect as to how evaluation reports ought to be published by the Procuring Agencies. It is noteworthy that with such a non-transparent TER, the question of challenging it does not arise. There was nothing to challenge since no quantitative assessment was made by the Procuring Agency.

13. Further submitted that without allocating a reasonable justification, the Respondent has on his whims, declared that EPADS was the appropriate forum for lodging grievances in respect of the procurement. It is noteworthy that at ITB 47-49 and BDS 47, the Respondent felt compelled to allocate a clear mechanism for the bidders in relation to filing appeals and other grievances but when it came to the issue of GRC, the Respondent hides behind his frivolous logic as to EPADS being the right forum since the bidding was carried out on EPADS. The GRC is a statutory requirement provided by the Law and cannot be taken lightly. The clarity in that respect matters the most. It is safe to state that the issues being faced are mostly



due to the lack of clarity, transparency and good faith in the RFQ. This tantamount to mis procurement.

14. Further submitted that the RFQ fails to allocate proper marking and grading for the necessary/mandatory and further requirements/conditions of the bid. Usually, RFQs contain complete and proper scoring methodologies for each and every document/evidentiary paper provided in proof to the candidates' respective bids. The fact that the bid document/RFQ fails to provide such a clear methodology speaks volumes to the sort of connivance being displayed by the Respondents in order to defeat the principle of transparency. The RFQ and TER disclose no scoring, no marks, and no basis on which a "technical" challenge could even be framed. The Technical Evaluation Report dated 21.05.2026 records, against all three participating bidders, the single undifferentiated word: "Substantially Responsive." There is no marks table, breakdown against individual criteria, and no indication of how SM Traders was found to be "substantially responsive" despite the mandatory IMC warranty requirement under GCC Clause 18/SCC Clause 12, the mandatory 10-year experience requirement, or the mandatory SECP registration requirement. A bidder cannot be expected to challenge a conclusion when the reasoning behind that conclusion is nowhere disclosed.

15. Further submitted that the correct format for a TER is a scored document, and WAPDA departed from it. That report awards each bidder technical marks out of 70 and financial marks out of 30, computes an Evaluated Cost from those marks, and ranks bidders transparently on that basis which enables any bidder to identify precisely what to contest within the seven-day window. The RFQ itself lays down assessable, mandatory criteria the TER simply ignores. The Bidding Documents/RFQ prescribe specific, checkable requirements: GCC Clause 18

and SCC Clause 12 (mandatory IMC OEM warranty certificate for both vehicle and armoring, valid 2 years/60,000 km); BDS Item 29 (minimum 10 years' experience in vehicle armoring). These are pass/fail, documentary criteria precisely the kind of criteria a properly conducted technical evaluation is supposed to verify and record against each bidder, one by one. The TER's blanket "Substantially Responsive" entry gives no indication that any of these mandatory criteria were even checked, let alone how SM Traders was found to satisfy them. The Final Evaluation Report dated 02.06.2026 likewise records "Substantially Responsive" for all three bidders under Technical Evaluation, with the financial comparison being the only quantified element of the document. If the technical evaluation itself was never reduced to a reasoned, scored assessment at either the TER or FER stage, a bidder has no factual foundation on which to lodge a "technical" objection within seven days of the TER, the objection only becomes concrete once the bidder is able to independently establish, through its own inquiry (here, IMC's confirmation of 22.06.2026 that no JV exists with SM Traders and that the certificate produced was not genuine), that the undisclosed basis for the "Substantially Responsive" finding was factually false. IMC's own letter of 22.06.2026 confirms, in unambiguous terms that no joint venture or agreement exists between IMC and SM Traders, and that IMC does not extend OEM warranty or claims for any armored vehicle produced by SM Traders. This is not a technical shortfall capable of being cured or waived, it is documentary proof that the certificate SM Traders relied upon to be declared "Substantially Responsive" was not genuine. A procuring agency that proceeds to award Pakistan's largest hydropower project's security-vehicle contract to a bidder on the strength of a fabricated compliance document is not merely tolerating an irregularity, it is rewarding deception at the cost of the public exchequer and,



more gravely, at the cost of the safety of the personnel these vehicles are meant to protect.

16. Further submitted that M/s SM Traders does not possess a single one of the mandatory qualifying documents the RFQ requires, and this is not disputed on the record. It has no IMC-backed OEM warranty, it cannot demonstrate the mandatory 10 years' experience in vehicle armoring under BDS Item 29. SM Traders "recently acquired" its armoring NOC, which is itself inconsistent with a decade of prior experience, and it is not shown to be registered under Section 42 of the Companies Act, 2017 as the Invitation to Bids requires. Each of these is, independently, a mandatory disqualifying defect. Together, they establish that SM Traders was never eligible to be evaluated as Substantially Responsive in the first place, let alone declared the Most Advantageous Bidder for a project of this scale and sensitivity.

17. Further submitted that AVP is the Only Qualified, Credentialed, and State-Verified Armoring Vendor in Pakistan. The contrast between AVP and SM Traders is not merely one of price. It is a contrast between a verified, state-endorsed specialist and an unregistered, criminally compromised entrant. AVP is the only private company short-listed by GHQ/Technical Directorate (TD) of the Pakistan Army on a proprietary basis for bullet-proofing of Toyota vehicles for the Armed Forces of Pakistan. This is not a commercial designation; it is a security clearance conferred by the state's own military procurement authority after rigorous technical and integrity scrutiny. The following completed and awarded contracts are part of AVP's verifiable track record.

18. M/s AVP holds a certified Joint Venture with Indus Motor Company Ltd. (IMC) which is Toyota's sole authorized assembler in Pakistan for the provision of comprehensive OEM warranty on both the base vehicle and the armoring. This JV

is unique in Pakistan. No other armoring company holds such an arrangement with IMC, as confirmed by IMC's own letter of 22.06.2026. The JV imposes on AVP a real and substantial cost reflected in AVP's bid price because it requires AVP to provide vehicle warranty and armoring warranty jointly backed by the OEM. The price difference of PKR 17.6 million between AVP and SM Traders is not a saving; it is the cost of the warranty WAPDA is contractually entitled to receive under SCC Clause 12/GCC Clause 18 but will never receive if SM Traders is awarded the contract.

19. That SM Traders being not a registered company under Section 42 of the companies Act, 2017 is not qualified for any competitive bid, hence may be disqualified. The CEO/Management of SM Traders is involved in un-authorized retrofitting of the vehicles as FIRs are lodged in various government authorities. That the SM Traders has produced / submitted a fake IMC certificate under Warranty clause being mandatory requirement of GCC and S.C.C.
20. Warranty clause has financial implications; AVP hold IMC certification has financial cost including in the bid of the AVP having some differential cost reflecting in the AVP's Bid, i.e., Vehicle, Mechanical and Armoring warranty fee having huge financial implication on public exchequer.
21. That the Advertisement clearly mentioned that a firm should have 10 years' experience in the subject field while SM Traders has less experience which leads to technical disqualification, which is overlooked by the Bid opening Committee.
22. That the appeal may be consider keeping in view the Rule 36 to 38 of the PPRA Rules, 2025.
23. Under Rule 48(4) the Technical Evaluation Report, the GRC shall be kept suspend along with the procurement proceedings, till the final decision on the appeal by the authority.



24. SM Traders puts WAPDA a government identity stake on Risk as bullet proofing directly involve Human Lives and without proper warranty clause to be effective likely to cause heavy loss to state.

25. The representative of the Respondent (WAPDA) submitted that as per must meet Criteria mentioned under BDS Clause 29: registration of FBR/ SECP is required. M/s SMT has submitted the FBR registration which is considered for Technical Evaluation Report. With regard to the CEO of SM Traders is involved in un-lawful activities regarding retrofitting of vehicle without NOC having registered FIRs against him, it is submitted that mentioned information is misleading and has no link with M/s SMT in the subject matter.

26. Further submitted that Tender was published on EPADS on 18 January, 2026. The Bid was uploaded/submitted on EPADS on 14 February, 2026. The Technical bid was opened on 16th February, 2026. 3x vendors taken part which are as follows: a. M/s. Armored Vehicles Pakistan b. M/s. SM Traders c. M/s. Pak Armoring. The Technical evaluation was published on EPADS on 21st May, 2026 all 3x vendors qualified technical evaluation. The Financial bid was opened on 1<sup>st</sup> June, 2026 at the site office at Gilgit Baltistan and our representative Mr. Rasheed Mughal attended the meeting. M/s. SM Traders won the tender with lowest bid. Details are as under:

- a. M/s SM Traders (PKR 168,973,900) lowest bid
- b. M/s AVP (PKR 186,617,264) 2nd lowest bid
- c. M/s Pak Armoring (PKR 218,811,400) 3rd lowest bid

27. Further submitted that the grievance filed by the bidder on technical evaluation report after issuance of the Final Evaluation Report, i.e., on June 02, 2026, is contrary to PPRA Rule-48(5), which states that:

*"In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report".*

28. Further submitted that the bidder's objection to the Technical Evaluation Report, filed after the lapse of seven (7) days from the date of announcement, is contrary to PPRA Rule-48(3), which states that:

*"Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report". The bidder's complaint is contrary to ITB Sub-Clause 48.4 of the bidding document issued on EPADS, which clearly states that:*

*"In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report".*

29. Further submitted that the Respondent is of the view that since the bid was invited through EPADS, the right and legal forum for bidders to raise their grievance is through EPADS and that too within stipulated time limits, which allows grievances to be registered within the time frame prescribed by PPRA. Further submitted that the Convener GRC vide letter dated 22.06.2026 reiterated that vide Rule-13 of PPRA Rules; The words "working days" were substituted with the word "days" vide S.R.O1241(I)/2006 dated 13.12.2006. Therefore, the grievance raised by M/s Pak Armoring Pvt. Ltd. is barred by time.

30. Further submitted that the Appellant (AVP) letter dated 2nd June 2026 is not addressed to GRC which is appropriate forum to raise any grievance. Therefore, letter by M/s AVP is neither addressed to appropriate forum nor within 5 days after issuance of Technical Evaluation Report. Further submitted



that the CEO AVP during his visit to WAPDA House Lahore was advised that any grievance is dealt on EPADS under PPRA Rules through designated fora. The representative of the Respondent further submitted that since the bid was invited through EPADS, the appropriate forum for bidders to raise their grievance is through EPADS, which allows grievances to be redressed within the time frame prescribed by PPRA.

31. With regard to the SM Traders has produced / submitted a fake IMC certificate under Warranty clause being mandatory requirement of G.C.C and S.C.C. It is submitted that no evidence is provided to support this stance under the instant appeal. Further added that Warranty clause becomes applicable once contract agreement is signed. Any non-compliance shall be dealt as per applicable conditions of the Contract.
32. With regard to the observation raised by the Appellant that the Advertisement clearly mentioned that a firm should have 10 years' experience in the subject field while SM Traders has less experience which leads to technical disqualification, which is overlooked by the Bid opening Committee. It is submitted that all 03 bidders were evaluated and declared "substantially responsive" to encourage the competition being fulfilling criteria substantially. M/s AVP didn't raise any such grievance through EPADS within the prescribed timeframe by PPRA.
33. Further submitted that M/s AVP after uploading / publishing of Final Evaluation Report vide its letter dated 13.06.2026 has already requested the Procuring Agency for release of its bid security, which implies that M/s AVP is well aware of the fact that M/s AVP does not meet with criteria for most advantageous bidder. It is worth mentioning here that LOA has been issued to the most advantageous bidder on 08.06.2026. As such, no bidder has raised grievance(s) within prescribed

time frame through EPADS in compliance with relevant PPRA Rules.

34. During the hearing proceedings, the authorized representative of the Respondent submitted that the Indus Motor Certificate (IMC) was not a mandatory requirement under the terms and conditions of the bidding documents. It was further contended that the IMC Certificate did not form part of the mandatory "Must Meet" evaluation criteria prescribed in the bidding documents. According to the Respondent, the requirement for the IMC Certificate is contingent upon the delivery of the vehicles and, therefore, does not constitute a bid evaluation requirement.
35. The representative of the Respondent, WAPDA, further acknowledged that none of the three participating bidders fulfilled the stipulated requirement of possessing ten (10) years' experience, covering the period from January 2016 to December 2025, in the conversion of vehicles into bullet-resistant/armored vehicles after the date of vehicle registration. However, it was submitted that the requisite experience should be substantiated and verified on the basis of the work orders furnished by the respective bidders. The Respondent also confirmed that all three participating bidders had submitted the requisite No Objection Certificate (NOC) issued by the Ministry of Interior.
36. The appeal has been filed under Rule 48(7) of the Public Procurement Rules, 2004 against the procurement process undertaken by the Respondent/Procuring Agency (WAPDA) relating to procurement of armored vehicles for Diamer Basha Hydropower Project.
37. The learned counsel of the Appellant and the Respondent were heard at considerable length. The Appellate Committee has also carefully examined the pleadings, written submissions, the bidding documents, Technical Evaluation Report, Final



Evaluation Report, proceedings of the Grievance Redressal Committee (GRC), and the relevant provisions of the Public Procurement Rules, 2004.

38. 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.*

39. 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.

40. In terms of Rule 48 (3) of the Public Procurement Rules, 2004, which states:

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

41. In terms of Rule 48 (5) of the Public Procurement Rules, 2004, which states:

*“In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.”*

42. Clause 4 of Invitation to Bid of the Bidding Document states:

*The electronic bids must be submitted using EPADS as mentioned in the advertisement and on E-pad on or before 16 Feb, 2026 11:00 AM. Manual bids are not accepted.*

43. Clause 7 of the Bid Data Sheet of the Bidding Document states:

*.....Bids to be submitted following EPADS procedure.*

44. Clause 24 of Bid Data of the Bidding Document Sheet states:

*Bid shall be submitted: Original by Electronic submission of Bid at EPADS portal <https://www.eprocure.gov.pk>*

45. Clause 12 of the Bid Data Sheet of the Bidding Document states:

In addition to the documents stated in ITB 11, the Following documents must be included with the E-Bid:

- Copy of CNIC of authorized person
- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/ services being procured.
- NTN/STRN Certificate with proof of Active Sales Registration, Active NTN Certificate (Status= Active with FBR)



- Undertaking on Legal Stamp paper of Rs. 100/- in original
  - That the firm is not blacklisted on any ground whatsoever or is being proceeded against and not involved in litigation with Govt. (Affidavit must be duly attested by oath commissioner / notary Public);
  - That the all-uploaded documents on e-pad are genuine and correct to the best of my knowledge. Any document found fake during any stage of procurement shall be led to cancellation of my e-bid along with proceeding as per PPRA Rules.
  - That the maintenance of goods and replacement of defective parts under warranty shall be done.
- Registration with SECP.
- Relevant / Valid ISO certificate with clearly mentioned expiry date.
- Cash Flow/ Bank Statement of Last three (03) years. i.e FY 2022-23, 2023-24 and 2024-25.
- Audited Financial Statement for last three (03) years i.e FY 2022-23, 2023-24 and 2024-25.
- Licensed by the Ministry of Interior Government of Pakistan in the appropriate category and duly enlisted with Security agencies for the works
- Valid registration with Director General Defense Purchase (DGDP)
- Any other document mentioned in Section-V, Technical Specifications
- Beneficial owners Information Proforma

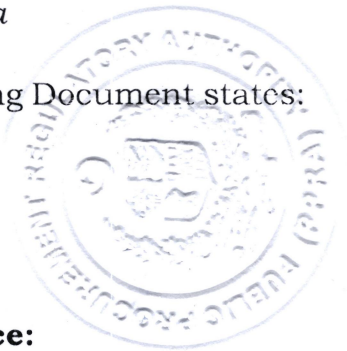
46. Clause 29 of the Bid Dat Sheet of the Bidding Document states:

**Technical Evaluation Techniques:**

**Criteria Must Meet:**

**Company Profile & General Experience:**

- Year of operation (Registration date of FBR/SECP & Licensed by the Ministry of Interior Government).
- Minimum 10 years i.e. from Jan 2016 to Dec 2025 of experience in conversion of vehicles into bullet resistance/armored vehicle after date of registration.



Note: The experience shall be evaluated from the date of the earliest year mentioned on the registration certificate up to the date of bid submission. Purchase order/supply order along with completion certificates must be attached.

**Relevant Experience:**

- At least 05 similar projects each for Hiace and Revo, Prado and Coaster within the last five (05) years i.e. from Jan, 2021 to Dec, 2025.

Note: Purchase order/supply order along with completion certificates of the similar nature completed projects in last 05 years for Pakistan armed forces (Army, Navy, Air Force), Law enforcing agencies and other govt. department or semi govt. department or export to any other country, must be attached.

The bid will be evaluated as Least Cost Based Selection (LCBS) after meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.

47. Clause 12 of the Special Conditions of Contract states:

*The warranty period shall be 02 (Two) years or 60,000 Km (Whichever comes first) for armoring and Vehicles, both should be provided. The warranty period shall commence after the acceptance of the vehicles and their delivery to the designated location of the Employer. Warranty of Vehicles should be provided by IMC along with IMC Certificates.*

48. The Appellate Committee also examined the contentions of the Appellant that M/s SM Traders did not fulfill the mandatory



eligibility requirements prescribed in the bidding documents, particularly with regard to SECP registration, minimum ten (10) years' experience in vehicle armoring, and submission of a valid IMC warranty certificate. The Appellate Committee also analyzed the arguments of the Appellant with regard to the Technical Evaluation Report lacked transparency, as it merely declared all bidders "Substantially Responsive" without assigning any marks, scoring methodology, or reasons. The Appellate Committee further noted that the successful bidder had submitted a false IMC certificate and that the Procuring Agency failed to properly verify the mandatory documentary requirements before declaring the bidder technically responsive. The Appellate Committee further emphasized that the Appellant's grievance had initially been raised through correspondence immediately after opening of the financial bids and that the Procuring Agency ought to have examined the substance of the allegations in the interest of transparency and public procurement.

49. The Appellate Committee also given due consideration to the Respondent's arguments with regard to the preliminary objections on the maintainability of the Appeal i.e., barred by limitation. The Appellate Committee noted that the Technical Evaluation Report was uploaded on EPADS on 21.05.2026 whereas the Appellant failed to challenge the Technical Evaluation Report within seven days as mandated under Rule 48(3) of the Public Procurement Rules, 2004. Instead, objections concerning the technical evaluation were raised only after issuance of the Final Evaluation Report and opening of the financial bids. The Appellate Committee observed that the Respondents' reliance upon Rule 48(5), which expressly prohibits raising objections to the technical evaluation after issuance of the Final Evaluation Report and that grievances were neither filed before the competent Grievance Redressal Committee within the prescribed time nor through the

prescribed EPADS mechanism. Further noted that the IMC certificate was not part of the mandatory "Must Meet" evaluation criteria and the warranty obligations would become applicable only after execution of the contract.

50. Having considered the respective submissions and examined the record, the Appellate Committee finds that the Technical Evaluation Report was admittedly published on EPADS on 21.05.2026, whereas the Appellant did not file any complaint before the competent Grievance Redressal Committee within the statutory period of seven days prescribed under Rule 48(3) of the Public Procurement Rules, 2004. The grievance admittedly came to be pursued after publication of the Final Evaluation Report and opening of the financial bids.

51. Rule 48(3) of the Public Procurement Rules, 2004 unequivocally requires any bidder aggrieved by the Technical Evaluation Report to lodge its complaint within seven days of its announcement. Furthermore, Rule 48(5) specifically bars a bidder from raising objections relating to the technical evaluation after issuance of the Final Evaluation Report. The statutory timelines prescribed under the Rules are mandatory in nature and are intended to ensure certainty, finality, and expeditious completion of procurement proceedings. Once the limitation prescribed by law expires, the Appellate Committee cannot entertain objections relating to the technical evaluation.

52. The Appellate Committee observed that the procurement was conducted through EPADS and the bidding documents themselves expressly required that procurement proceedings, including grievances, be processed in accordance with the prescribed mechanism. Communications addressed to officials other than the designated Grievance Redressal Committee cannot be treated as valid complaints for purposes of compliance with Rule 48 of the Public Procurement Rules, 2004.



53. Accordingly, this Committee is of the considered view that the appeal, insofar as it challenges the Technical Evaluation Report and technical responsiveness of the bidders, is barred by limitation and is not maintainable under Rule 48(3) read with Rule 48(5) of the Public Procurement Rules, 2004.

54. Consequently, the appeal is hereby **dismissed** on this ground alone.

  
**(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:** 13<sup>th</sup> August, 2026

*Each page of the order has been signed by all members of the Committee. The order comprises nineteen (19) pages.*

