



**F. No. PPRA/AP-42/2026**  
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 Aqib Trading Company (ATC)

**...the “Appellant”**

Vs.

Directorate General Procurement (Army), etc.

**...the “Respondents**

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

**APPEAL UNDER RULE 48 OF THE PUBLIC PROCUREMENT RULES, 2004**  
**AGAINST ILLEGAL, ARBITRARY, DISCRIMINATORY AND NON-**  
**TRANSPARENT CONDUCT OF THE RESPONDENTS IN TENDER ENQUIRY**  
**NO. 28-B-2438-FY-25-26-01-C-MED**

The Authority received the titled Appeal on 06.07.2026, 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 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.

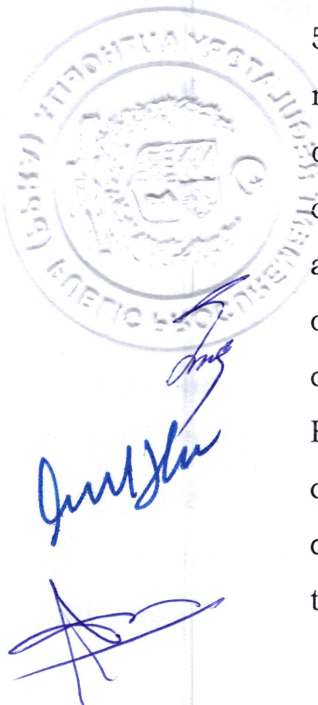
3. The learned counsel for the Appellant submitted that the Appellant is a duly incorporated private limited company engaged in the business of import, supply and distribution of surgical disposables and medical equipment throughout Pakistan, appellant is also registered firm with respondent No. 1. The present Appeal is being filed through its duly authorized Chief Financial Officer, Mr. Jafar Shah, pursuant to the Board Resolution annexed herewith.
4. Further submitted that respondents are public functionaries within the meaning of the Public Procurement Rules, 2004 and are responsible for conducting procurement in accordance with law, ensuring fairness, transparency, equal treatment and competitiveness in public procurement.
5. Further submitted that the Respondent No.1 initially invited bids through Tender Enquiry No. 288-2438-FY-25-26-01-C-Med issued in January, 2026 for procurement of product mentioned in tender, appellant participated in bid by fulfilling all the codal formalities, Financial bids were opened, appellant was declared second lowest bidder but later on after receiving of complaints by various bidders which respondent No. 1 rechecked after financial opening it was revealed that first successful bidder lacked mandatory requirement of product registration with DRAP, whereas fair practice suggests that appellant should have been awarded bid being second successful lowest bidder, but to the surprise of appellant instead of awarding tender to appellant respondent No.1 proceeded for retender without any reason and rhyme, thus resulted in unnecessary delays, prolonged retention of bidders' CDRs, wastage of time, resources and adversely affecting confidence in procurement process.



6. Further submitted that Respondent No. 1 retendered the above mentioned Tender notice, and appellant again submitted IT Documents in May 2026, bearing Tender Enquiry No. 288-2438-FY-25-26-01-C-Med, as per tender advertisement respondent No. 1 categorically mentioned that no post bidding documents will be submitted by the Firm, that prime and foremost illegality committed by the respondents is they deviated from their own requisite condition and accepted post bidding documents from certain firms prior to the anticipated financial opening of subject tender, favouring some competing Firms in the bid which is shear violation of fair competition enshrined in PPRA Rules, whereas the said act committed by Respondent No. 1 is also against the previous policy and practice of respondent No. 1.
7. Further submitted that the Appellant, being fully eligible and technically competent, submitted its Technical Offer on 09.06.2026 in accordance with the Tender Instructions and all prescribed requirements, after technical evaluation, the product bearing Cat/Part No. 6515-YV-310-1585 (Examination Gloves Latex) submitted by the Appellant was declared technically responsive and accepted by the Respondents. That after technical evaluation and prior to the anticipated opening of financial bids, the Appellant came to know that certain competing firms, who had admittedly failed to submit mandatory certifications and documents with their original bids, were being afforded an opportunity to furnish additional documents after the bid closing date.
8. Further submitted that the Tender Documents specifically page 14 prescribes the mandatory requirements along with regulatory certifications. It is pertinent to mention here that on page 14 of the Tender Documents, the Respondents required complete compliance with all technical and documentary requirements including Conformity to regulations like

FDA/TGA/EUMDR(CE)/UKCA/PMDA, the above requirement leaves no ambiguity whatsoever that the requisite certifications were mandatory components of the original technical bid and were required to accompany the bid at the time of submission.

9. Further submitted that the Appellant strictly complied with every requirement of the Tender Documents and submitted all mandatory certifications, regulatory approvals and supporting documents within the prescribed time. That despite such complete compliance by the Appellant certain competing firms who had failed to furnish mandatory certifications at the relevant time were allegedly granted special concessions and were subsequently asked to submit documents which neither formed part of their original bids nor could legally be accepted after bid submission.
10. Further submitted that such post-bid accommodation is wholly alien to the Public Procurement Rules, 2004 and amounts to changing the substance of bids after submission. That acceptance of fresh documents after bid closing fundamentally alters the level playing field and destroys the principles of equality, transparency and fair competition. That the Appellant immediately raised these serious violations through a detailed written grievance regarding Tender No. 28-B-2438, bearing No. 5211 dated 22.06.2026, specifically pointing out all the above-mentioned illegalities and discriminatory treatment. That despite receipt of the said grievance, the Respondents neither considered the objections raised by the Appellant nor afforded any opportunity of hearing. That no speaking order was passed on the grievance submitted by the Appellant. That instead of deciding the grievance in accordance with law, the Respondents proceeded to open the financial bids. That the conduct of the Respondents clearly demonstrates a pre-determined approach aimed at accommodating selected firms through post-bid adjustments while denying equal treatment





to the Appellant. That the Respondents have adopted a clear pick and choose policy, contrary to the mandatory principles embodied in Rule 4 of the Public Procurement Rules, 2004.

11. Further submitted that the Respondents' conduct has seriously prejudiced the lawful rights and legitimate expectations of the Appellant and has rendered the procurement process arbitrary, discriminatory and legally unsustainable. The impugned actions are liable to be set aside on the following, amongst other, grounds:

- a) That the Respondents have violated the mandatory provisions of the Public Procurement Rules, 2004 by allowing post-bid submission of mandatory documents by selected bidders.
- b) That the mandatory certifications prescribed under Tender Documents were required to accompany the original bid and could not legally be furnished after expiry of the submission deadline.
- c) That allowing post-bid rectification of material deficiencies fundamentally changes the substance of bids and amounts to unfair preference.
- d) That the Appellant complied with every mandatory condition contained in the Tender Documents whereas similarly placed competing firms were illegally facilitated after bid submission.
- e) That the Respondents acted in complete disregard of the principles of transparency, fairness, equal opportunity and competition.
- f) That no opportunity of hearing was afforded to the Appellant despite submission of a detailed grievance.
- g) That no reasoned or speaking order was passed on the Appellant's grievance before opening of financial bids.
- h) That the Respondents proceeded with opening of financial bids despite serious objections regarding the legality of technical qualification of competing firms.
- i) That acceptance of documents after bid submission defeats the sanctity of the tender process and encourages favouritism.

j) That the entire procurement process has been vitiated by discrimination, arbitrariness, lack of transparency and unequal treatment, therefore the impugned acts are contrary to Rule 4 and other applicable provisions of the Public Procurement Rules, 2004 as well as the principles consistently upheld by superior Courts regarding transparency and equality in public procurement.

k) That the Respondents acted in violation of Rule 31 of the Public Procurement Rules, 2004 by permitting certain bidders to remove substantive deficiencies through submission of fresh mandatory certifications after the bid closing date, whereas Rule 31 permits only such clarifications which do not alter or modify the substance of a bid.

l) That the Respondents failed to evaluate all bids strictly in accordance with the evaluation criteria incorporated in the Tender Documents, thereby violating Rules 29 and 30 of the Public Procurement Rules, 2004.

m) That the Respondents applied different standards to similarly placed bidders by relaxing mandatory documentary requirements for selected firms while insisting upon strict compliance from the Appellant, thereby violating the doctrine of equality and level playing field.

n) That once the bidding documents specifically prohibited submission of post-bid documents, the Respondents became bound by their own tender conditions and were legally estopped from deviating therefrom in favour of selected bidders.

o) That any procurement conducted in breach of the mandatory provisions of the Public Procurement Rules amounts to mis-procurement within the meaning of Rule 50 of the Public Procurement Rules, 2004.

p) That the Respondents failed to maintain transparency, objectivity and procedural fairness, thereby frustrating the very object of the Public Procurement Rules, 2004.

q) That the impugned action suffers from mala fide in law, colourable exercise of authority and abuse of discretionary powers.

r) That the Respondents ignored the Appellant's legitimate expectation that all bidders would be



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subjected to identical standards prescribed in the Tender Documents.

s) That the Respondents failed to record lawful reasons for permitting post-bid submission of mandatory documents, rendering the decision arbitrary and liable to be set aside.

t) That the Respondents acted contrary to the settled principle that eligibility and technical responsiveness must exist on the date of submission of bids and cannot subsequently be improved by furnishing fresh material.

12. 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. 28B-2438-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.

13. 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.

14. 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.

15. 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 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.





16. Further submitted that the appellant has exhausted all the mechanisms prescribed under Chapter XXVIII of DPP & I-35, initially appellant submitted his grievance dated 22.06.2026, the same was not heard by the Respondents, neither any reply was sent to the Appellant and turned deaf ears towards genuine submissions and grievance of Appellant, 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 specifically mentioning the above mentioned product, 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.

17. 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.

18. 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.

19. 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 DDP&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.

20. 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.

21. Further submitted that the Appeal bearing No. PPRA/AP-42/2026 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.

22. The instant Appeal has been filed by the Appellant under Rule 48(7) of the Public Procurement Rules, 2004, in Tender Enquiry No. 28-B-2438-FY-25-26-01-C-MED relating to procurement of Examination Gloves Latex.

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:

- |                                               |          |
|-----------------------------------------------|----------|
| 1) DGP (A)/DP(N)/DP (Air)                     | Chairman |
| 2) Dir (M&B)/DGP (Army)/<br>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.



- |                        |          |
|------------------------|----------|
| 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.

- |                              |          |
|------------------------------|----------|
| 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 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) 1<sup>st</sup> Tier      60 days (two months)

(2) 2<sup>nd</sup> Tier      120 days (four months)

GRIEVANCE REDRESSAL:

*General: Any Bidder feeling aggrieved by any act after submission of his bid 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 in Tender Enquiry No. 28B-2438-FY-25-26-01-C-MED, the Respondent acted arbitrarily and discriminatorily by permitting certain bidders to furnish mandatory certifications/documents after bid submission, despite the tender conditions expressly prohibiting post-bid documents, thereby violating Rules 4, 29, 30 and 31 of the Public Procurement Rules, 2004 and the principles of transparency, equality and fair competition. Further examined the contentions of the Appellant that it fully complied with the tender requirements, whereas similarly placed bidders were given undue concessions, and that its grievance was neither properly heard nor decided through a speaking order before opening of financial bids. The Appellate Committee also examined the contention of the Appellant that DPP&I-35 does



*Amir Khan*

*[Signature]*



not exclude PPRA's statutory jurisdiction, that it had exhausted the available grievance mechanism, and that the instant Appeal under Rule 48(7) was competent and maintainable.

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-35 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 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.



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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 remedies 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:** 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.*

