



F. No. PPRA/AP-37/2026
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 Netracon Technologies (Pvt.) Ltd.

...the "Appellant"

Vs.

National Grid Company of Pakistan Ltd. (formerly NTDCL)

...the "Respondents"

Date of Hearing	Mr. Majid Jehangir (Advocate), Mr. Hassan Kamal (On behalf of Appellant)
09.09.2026	Mr. Ali Akbar Naqvi, Mr. Abdullah Iltaf Cheema, (On behalf of Respondent(s) 1&3 i.e. NGC) Mr. Khalid Farooq, Mr. Asad Raza, (Advocate), Mr. Muhammad Ahmed Khan Niazi (Advocate) (On behalf of Respondent No. 2 i.e. M/s Potential Engineers (Pvt.) Ltd.)

APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004 AGAINST IMPUGNED SHORT ORDER AND REVISED TECHNICAL EVALUATION REPORT DATED 8 JUNE 2026 OF GRIEVANCE REDRESSAL COMMITTEE [TENDER NO. NOR-136W2-2025]

The abovementioned learned counsel(s) and representative of the Appellant and the Respondents tendered appearance before the Appellate Committee ("the Committee") on the date of hearing fixed and furnished their arguments at length.

2. At the very outset, the learned counsel of the Appellant i.e., M/s Netracon Technologies (Pvt.) Ltd submitted that they participated in Tender No. NOR-136W2-2025 pursuant to the IFB dated 16.05.2025 and submitted its bid on 21.08.2025 through EPADS along with all requisite documents. On 20.11.2025, Respondent No.1 sought clarification regarding the Appellant's

affidavit concerning blacklisting, to which the Appellant responded on 24.11.2025 that neither the Appellant nor Netracon Technologies ("the Firm") had been debarred in the manner alleged. The Appellant was thereafter declared responsive by Respondent No.1 through the Technical Evaluation Report dated 21.01.2026. Subsequently, Respondent No.2 filed a grievance, which was not supplied to the Appellant despite repeated requests. The GRC ultimately declared the Appellant non-responsive on the premise of ADB debarment, although the alleged internal debarment related to the Firm and not the Appellant. Such misreading of facts renders the impugned ex-parte order liable to be set aside.

3. The counsel of the Appellant also submitted that the Appellant is a private company limited by shares incorporated under the Companies Ordinance, 1984, having a separate legal personality, whereas the Firm is a partnership registered under the Partnership Act, 1932. The Appellant cannot, in law, be burdened with any alleged liability or debarment of a distinct legal person. Reliance is placed upon *SDO, PESCO v. Wadan Sher*, 2023 SCMR 236 and *Ovex Technologies (Pvt.) Ltd. v. PCM PK (Pvt.) Ltd.*, PLD 2020 Islamabad 52. The provision of the Rule 19(4) of the PP Rules, 2004 requires an entity to have been "declared" debarred by an international organization. No public declaration, proclamation or announcement of debarment was ever made by ADB against the Appellant or even the Firm. ADB maintained separate published and internal lists, and the alleged restriction against the Firm was internal and confined to ADB-financed procurements. Thus, the statutory pre-condition for invoking Rule 19(4) was absent.

4. The counsel of the Appellant further submitted that the Clause 2.1.3(iv) of the NGC Blacklisting SOP was equally inapplicable. The said clause concerns blacklisting and contemplates the prescribed blacklisting procedure, including

confirmation from the concerned international donor agency. No show-cause proceedings were initiated against the Appellant and no confirmation was obtained from ADB. Moreover, the clause provides that a person blacklisted by an international financial institution may be liable to be blacklisted; it does not authorize automatic blacklisting or debarment. Neither the Appellant nor the Firm was blacklisted by ADB within the meaning of Rule 2(b) of the PP Rules, 2004. Further added that the Respondent No.1 is estopped from taking a contrary position. Prior to the impugned action, Respondent No.1 had, on at least four occasions, accepted / confirmed the eligibility of the Firm / Appellant to participate in NGC-funded and other IFI-funded procurements, including through the NGC Acceptance Letter dated 13.10.2023, Committee Findings dated 20.01.2025, MOU dated 22.02.2024 and NGC Confirmatory Letter dated 28.08.2025. Under Article 114 of the Qanun-e-Shahadat Order, 1984, a person who causes another to believe a matter to be true and act upon such belief cannot subsequently deny it. Reliance is placed upon *JDW Sugar Mills Ltd. v. Government of Punjab*, PLD 2017 Lahore 68.

5. The counsel of the Appellant also submitted that there was no cross-debarment. ADB had specifically clarified on 11.10.2023 that Netracon could participate in procurements financed by other MDBs / IFIs unless separately debarred by them. The internal nature of the ADB restriction, coupled with its non-publication, precluded its extension to non-ADB-funded procurements. Respondent No.1 had itself accepted this position on previous occasions. Further submitted that the impugned action is also violative of Rule 5 of the PP Rules, 2004. The alleged internal ADB debarment was subject to paragraph 110 of ADB's Integrity Principles and Guidelines (2015), whereby the restriction was confined to ADB-funded / supported procurements. To the extent Rule 19(4) is interpreted as extending such internal restriction beyond its stipulated scope,

the Appellant submits that Rule 5 requires the applicable international treaty / agreement to prevail in case of conflict. Reliance is placed upon *Power Construction Corporation of China v. WAPDA*, PLD 2017 SC 83 and *Taj Medicos v. PPRA*, 2021 CLC 472 (Sindh). Moreover, the mandatory procedure prescribed under IB 38 for debarment was not followed. IB 38 requires, inter alia, issuance of a show-cause notice specifying the allegation and proposed period of debarment, opportunity of at least seven days to reply, personal hearing, decision on the record, a reasoned debarring decision and its communication to the Authority. None of these requirements was followed before the Appellant was effectively barred from the procurement. The prescribed procedure having not been followed, the impugned action is legally unsustainable. Reliance is placed upon *Tri-Star Industries (Pvt.) Ltd. v. Trisa Burstenfabrik AG*, 2023 SCMR 1502.

6. The counsel of the Appellant further submitted that the Appellant was evaluated against a criterion which was not prescribed in the bidding documents, contrary to Rule 30 of the PP Rules, 2004. The said Rule 30 requires evaluation strictly in accordance with the criteria and conditions contained in the bidding documents. IB 26 similarly requires a substantially responsive bid to meet the prescribed eligibility criteria. IB 3.1(a)(iii) prohibited a bidder from being "blacklisted" by NTDC/WAPDA/DISCOs, Government / Public Departments or Donor Agencies; it did not provide that a bidder allegedly "debarred" by ADB was ineligible. The Appellant was admittedly not blacklisted by any such agency. Moreover, where Respondent No.1 previously intended to exclude ADB-debarred bidders, it expressly inserted such criterion in other tenders. Applying such criterion in the present Tender, where it was absent, amounts to evaluation against a non-prescribed criterion. Reliance is placed upon *Jiangsu Dajin v. PQA*, 2021 CLC 1931 (Sindh). Moreover, the impugned action undermines competition and value for

money. By unlawfully excluding the Appellant, the Procuring Agency has restricted competition, contrary to the fundamental procurement principle embodied in Rule 4. The Rule 38 requires award to the “most advantageous” bidder, while Rule 38B permitting acceptance of a single bid is subject to prescribed conditions, including reasonableness of rates. In the present case, Respondent No.2’s financial bid is higher than the Appellant’s bid, thereby raising a material issue concerning rate reasonableness. The exclusion of the Appellant consequently affects the competitive procurement process and value for money. Reliance is placed upon *Safehaven Marine Ltd. v. KPT*, 2012 CLD 1269 (Karachi) and *M.N. Construction Company v. Government of Balochistan*, 2024 PLD 38 (Quetta).

7. The counsel of the Appellant also submitted that the alleged debarment was neither communicated to nor recognized by PPRA. Rule 19(3) requires the procuring agency to communicate a debarring decision to the Authority, which may recognize and endorse the same subject to examination of the record. Likewise, Regulation 8 of the Regulations on Mechanism for Blacklisting and Debarment of Bidders or Contractors, 2024 requires publication of a blacklisting order on the Authority’s website for effectiveness. Admittedly, neither any debarment decision concerning the Appellant was communicated to PPRA nor was any such decision published on the PPRA website. Reliance is placed upon PPRA’s decision in *Black Steel v. PESCO*, Appeal No.23/2025. Further added that the impugned Short Order is non-speaking and contrary to binding precedent. Rule 19(4) requires the GRC to “decide” the grievance. However, the impugned Short Order contains no findings of fact, no proper statement of the applicable law and no reasoning establishing how Rule 19(4) applied to the Appellant in the absence of any declaration of debarment. In *Sindh Bar Association v. Federation of Pakistan*, PLD 2009 SC 879, the Honourable Supreme Court

held that a decision unsupported by reasons does not constitute a judgment in the eyes of law. The impugned ex-parte order is therefore violative of Article 189 of the Constitution. Moreover, the said order is independently liable to be set aside for want of reasons. No independent reasons have been recorded explaining how an internal ADB restriction amounted to cross-debarment or how the alleged debarment of a partnership firm could legally be extended to the Appellant, a separate company. The obligation of public authorities to pass reasoned and speaking orders under Section 24-A of the General Clauses Act, 1897 has consequently not been satisfied.

8. The counsel of the Appellant further submitted that the GRC could not lawfully dispose of the matter through an unexplained Short Order. The Appellant relies upon *ICC Textile Ltd. v. WAPDA*, 2009 CLC 343 (Lahore), in support of the contention that a short order cannot substitute a properly reasoned decision. The material issues and documents relied upon by the Appellant were not considered. The Appellant filed written submissions on 09.02.2026 and relied upon, inter alia, the ADB Clarificatory Letter, NGC Acceptance Letter and Committee Findings. The GRC did not advert to or determine the Appellant's material contentions or deal with the relied-upon documents. Such failure to consider material submissions and evidence renders the decision legally defective. Reliance is placed upon *Zulfiqar Hussain v. Gulzar Hussain*, 2005 YLR 2817 (Lahore) and *Sun Tube v. FBR*, 2014 PTD 2135 (Lahore). Further added that the GRC failed to decide the grievance within the mandatory period prescribed by Rule 48(6). The grievance was filed on 23.01.2026, the hearing was concluded on 04.02.2026, whereas the impugned Short Order was issued only on 08.06.2026, after 136 days. Rule 48(6) and IB 37.4 required the grievance to be decided within ten days. No reason was assigned for the extraordinary delay. The Appellant relies upon PPRA's decision

dated 16.06.2026 in *Alamdard v. CE, QESCO*, Appeal No.16/2026, wherein failure to decide the grievance within the prescribed period was held to render the decision void.

9. The counsel of the Appellant also submitted that the Revised Technical Evaluation Report dated 08.06.2026 was issued without lawful authority. Respondent No.1 had already issued the Technical Evaluation Report dated 21.01.2026 declaring the Appellant responsive. Rule 35 does not confer an unrestricted power upon the Procuring Agency to issue a second / revised evaluation report on the same matter after the original evaluation. Accordingly, the impugned Revised Technical Evaluation Report is without lawful authority and liable to be set aside. Further submitted that the Clause 2.1.3(iv) of the NGC Blacklisting SOP was wrongly invoked without obtaining confirmation from ADB. The said clause concerns blacklisting and requires confirmation from the relevant donor agency. Respondents Nos.1 and 3 neither obtained such confirmation from ADB nor established any blacklisting of the Appellant by ADB. The Appellant was consequently barred from participating without following the very procedure contemplated by the relied-upon clause. Moreover, the Clause 2.1.3(iv), if interpreted to permit automatic cross-debarment on the basis of an undisclosed internal sanction, would travel beyond Rule 19(4). Rule 19(4) contemplates a declaration of blacklisting / debarment by an international organization or foreign institution. An internal or confidential restriction, not publicly declared, cannot lawfully be treated as a cross-debarment. The Appellant also relies upon Circular No. MD(PPRA)48-BOM/2023 issued by the Punjab Procurement Regulatory Authority in analogous circumstances.

10. The counsel of the Appellant also submitted that the proceedings are further vitiated by non-joinder of the Firm. Since the alleged ADB restriction / debarment relied upon against the Appellant pertained to Netracon Technologies, the Firm was a

necessary and proper party to the grievance proceedings. Its non-impleadment and failure to hear it deprived the proceedings of the necessary party whose alleged conduct formed the basis of the adverse action. Further added that the proceedings were conducted in violation of natural justice. Despite repeated requests, the GRC did not provide the Appellant with the Grievance Petition and consequently did not disclose the precise allegations against it. The Appellant was therefore required to defend itself without being supplied the very pleading upon which adverse action was ultimately taken. Such denial of an effective opportunity of hearing vitiates the proceedings. Moreover, the impugned action has materially curtailed the competition contemplated by Rule 4. Open competitive bidding is intended to secure the widest possible competition and value for money. The exclusion of the Appellant on the basis of an alleged and undisclosed internal debarment has unnecessarily reduced the field of competition. Conversely, permitting the Appellant to participate causes no prejudice to any party and facilitates greater competition and the procurement objective of value for money. The GRC exceeded the limited jurisdiction available under Rule 48(6). The grievance redressal mechanism is intended to examine whether the prescribed procedural requirements have been followed; it does not confer an unrestricted power of review or revision enabling the GRC to substitute its own assessment for the Procuring Agency's technical evaluation. Respondent No.1 had already considered the Appellant's clarification dated 24.11.2025 and declared it responsive on 21.01.2026. The GRC, by substituting that determination with its own conclusion, effectively exercised a review / revisional jurisdiction not conferred by Rule 48(6).

11. The counsel of the Appellant further submitted that the disputed questions were determined without framing issues or recording evidence. The controversy involved disputed questions

concerning the identity of the Appellant and the Firm, the nature and scope of the alleged ADB restriction, its publication / declaration and its legal effect upon the Appellant. The impugned decision was rendered without framing the necessary issues or recording evidence on these disputed matters, thereby causing serious prejudice to the Appellant.

12. While concluding the arguments by the counsel of the Appellant, he further argued that the Firm and the Appellant are two separate legal entities, as evidenced by their separate registration numbers allocated by the Revenue. It was further submitted that, on 27 January 2026, the Respondent No. 1 / procuring agency communicated the filing of grievance petitions concerning Tender No. NOR-136W2-2025, however, copies of the said grievance was not supplied to the Appellant. Despite the Respondent No. 3 / GRC fixing the hearings on 4 February 2026, the grievance was again not provided, and although the Appellant attended the hearing on 6 February 2026, it was constrained, vide written submissions dated 9 February 2026, to state that it could not properly respond to allegations or documents of which it had not been supplied copies. Subsequently, on 8 June 2026, the Respondent No. 1 conveyed the Impugned Short Order and Second Technical Evaluation Report concerning said Tender. The Appellant, vide letter dated 12 June 2026, sought the detailed reasoned orders from the Respondent No. 3 / GRC, but received no response, and thereafter filed Appeals and a Discovery Application dated 23 June 2026 seeking, inter alia, the grievance petition, any receipt issued by the GRC, or courier proof of its dispatch. No response was filed by the Respondents, except that the Respondent No. 1 stated that it had only an unacknowledged copy of the purported grievance.

13. The counsel of the Appellant further argued that through the Respondent No. 1's Written Response to the Appeal, it was confronted for the first time with an unacknowledged purported

grievance petition dated 13 February 2026, the GRC Report dated 24 February 2026 concerning the Other Tenders, an undated GRC Report of May 2026 concerning the Tender, and the Office Order dated 11 November 2025 and letter dated 30 January 2026 constituting / reconstituting the GRC. Since these documents were not in the Appellant's power or possession when the Appeals were filed, the Appellant could not earlier formulate grounds in respect thereof and accordingly reserved its right to raise additional grounds. It was submitted that Respondent No. 2 lacked locus standi under Rule 48(3), as the First Technical Evaluation Report declared both the Appellant and Respondent No. 2 technically responsive and, therefore, no legal right of Respondent No. 2 had been refused or denied. Consequently, the purported grievance was not maintainable and the GRC lacked authority to entertain it.

14. The counsel of the Appellant further submitted that the GRC proceedings were coram non judice and tainted by serious questions of impartiality. Vide letter dated 30 January 2026, the Respondent No. 1 reconstituted the GRC by replacing its Convener, the General Manager (Technical), with Mr. M. Shoaib, General Manager (HVDC), while the reconstituted GRC was specifically empowered to deal only with the Other Tenders and not the Tender in question. The Appellant therefore contended that the GRC lacked jurisdiction to entertain the grievance concerning the Tender. The Appellant also pointed out that Mr. Sajjad Jahangir, a Member of the GRC which passed the Impugned Short Order and Second Technical Evaluation Report, owned land on which Tower No. 64 was to be constructed under the Appellant's project, as established through the letters dated 30 December 2025 and 6 January 2026, Fard for Government Action, Revenue Officer's report with Afs Shajra and photographs, compensation report dated 12 January 2026 showing Rs.45,600, application dated 9 February 2026 for NOC,

and NOC dated 13 May 2026. During installation, disputes arose between the Appellant's team and Mr. Jahangir, including an armed standoff, and he refused the Appellant's team permission to install the tower. The Appellant consequently submitted that his participation created a direct conflict of interest and reasonable apprehension of bias, requiring his recusal.

15. The counsel of the Appellant further contended that the reconstitution of the GRC was contrary to PPRA's General Instructions for Constitution of GRCs, Circular/Notice No. 01(05)/M&E/PPRA/2018, which require constitution of the GRC "well in advance of the procurement process", whereas the GRC was reconstituted after commencement of procurement and upon filing of the grievances. It was also submitted that replacement of the General Manager (Technical) by the comparatively junior General Manager (HVDC) diluted the requisite seniority and raised serious concerns regarding the independence and transparency of the GRC. Moreover, the GRC Reports dated 24 February 2026 and May 2026 merely made recommendations to the Managing Director for further action/approval, which, according to the Appellant, amounted to abdication of the independent statutory powers vested in the GRC under Rule 48. The Appellant further argued that Rule 2(b), read with Rule 19(4), vests this Authority with jurisdiction concerning blacklisting, and Regulation 17 of the E-PADS Regulations, 2023 requires examination and updating of the list of blacklisted bidders, including foreign debarments. Since no evaluation or decision of this Authority had declared either the Appellant or the Firm blacklisted, the Respondent No. 1 and GRC allegedly usurped the jurisdiction of this Authority.

16. At the last, the Appellant submitted, in the alternative, that Rule 19(4), to the extent it permits automatic application in Pakistan of a foreign debarment / blacklisting without independent evaluation, notice and opportunity of hearing, is

violative of Article 10-A of the Constitution. It was further argued that the GRC, whose mandate under Rule 48(6) is confined to examining evaluation of the bid against the prescribed bidding criteria, could not consider the internal debarment letter which did not form part of the record at the time of evaluation; its subsequent introduction amounted to impermissible improvement of Respondent No. 2's case. The said letter was also stated to be confidential, available only with the Appellant and Respondent No. 1, yet Respondent No. 2 relied upon it without disclosing its source, raising serious questions regarding unauthorized / collusive disclosure. Further, the power of blacklisting allegedly vested in the Rights Protection Committee under the Blacklisting SOPs and in the notified blacklisting committee under Regulation 4 of the 2024 Regulations, and not in the GRC. Lastly, Regulation 13 of the E-PADS Regulations required uploading of the grievance petition and GRC decision, neither of which was uploaded. The Appellant therefore prayed that the Impugned Short Order and Second Technical Evaluation Report be set aside for want of jurisdiction, violation of due process, lack of transparency and unlawful exercise of powers; alternatively, the matter be remanded to the GRC for decision afresh in accordance with law.

17. On the other side, learned counsel of the Respondent i.e., National Grid Company of Pakistan Ltd (NGC). (*formerly NTDCL*) submitted that the instant Appeal No. PPRA/AP-36/2026 has been preferred by M/s Netracon Technologies (Private) Limited under Rule 48(7) of the Public Procurement Rules, 2004 ("2004 Rules"), assailing the communication dated 08.06.2026 and the Revised Technical Evaluation Report ("Revised TER") of the same date, whereby, pursuant to the decision of the duly constituted Grievance Redressal Committee ("GRC"), the Appellant was declared technically non-responsive in Tender No. NOR-136W2-2025 for Civil Works, Erection, Testing & Commissioning of

500/220/132kV Grid Station, Sialkot. NGC submitted that the Asian Development Bank ("ADB"), through its Office of Anticorruption and Integrity ("OAI"), vide Notice of Debarment dated 15.08.2023, had formally conveyed that M/s Netracon Technologies and its Director and bid representative, Mr. Syed Yasir Ali Sherazi, had been sanctioned for fraudulent practices, including misrepresentation of the work experience of a joint venture partner, submission of falsified work experience certificates and furnishing of a falsified letter intended to mislead NTDC during the post-award clarification process. The debarment was accepted by the sanctioned parties for a period of four years, from 10.08.2023 up to and including 10.08.2027, without contest or appeal, and expressly extended to entities associated with or related to the sanctioned parties.

18. The counsel of the Respondent (NGC) also submitted that the subsequent ADB clarification dated 11.10.2023 merely clarified that the sanctioned parties remained ineligible for ADB-financed, administered or supported activities, while they could participate in contracts financed by other multilateral development banks or international financial institutions unless separately debarred by such institutions. NGC submitted that the said clarification was confined to ADB's own financing regime and neither recalled nor diluted the subsisting debarment nor determined eligibility under the domestic procurement law of Pakistan. The subject Tender was advertised by NGC on 16.05.2025 through the prescribed procedure, under its own resources and on a single stage, two envelope basis. In terms of IB 3.1(a)(iii), the bidder was required to confirm that it was not blacklisted by NTDC/WAPDA/DISCOs, any Government/Public Department or donor agencies and to furnish details of previous blacklisting, if any, along with an affidavit. The technical bids were opened on 21.08.2025, and during evaluation NGC sought clarification from the Appellant on 20.11.2025 regarding the

affidavit. In its reply dated 24.11.2025, the Appellant itself disclosed the existence of the ADB sanction while asserting that it had not been declared blacklisted and that the restriction was internal to ADB.

19. The counsel of the Respondent (NGC) further submitted that although the initial TER dated 21.01.2026 declared the Appellant and Respondent No. 2 technically responsive, Respondent No. 2 challenged the Appellant's responsiveness through a grievance petition dated 23.01.2026 on account of the subsisting ADB debarment, whereupon opening of the financial bids was postponed and the Appellant was duly informed on 27.01.2026. The GRC had already been constituted with the approval of the Managing Director, NGC vide Office Order dated 11.11.2025; furthermore, to remove even a perception of conflict of interest, the General Manager (HVDC), NGC was specifically nominated as Convener for the case on 30.01.2026. The GRC convened meetings on 02.02.2026 and 04.02.2026 and issued notices to both bidders on 04.02.2026, requiring their appearance on 06.02.2026. Both bidders appeared through their authorized representatives, were heard at length and were directed to submit written responses, while the concerned departments were also required to furnish their inputs. The Appellant subsequently submitted detailed written submissions dated 09.02.2026, expressly stating that the issue of blacklisting / debarment constituted the "sole gravamen of the grievance". The GRC considered the Grievance Petition, submissions of both bidders, departmental responses, including the response of the Chief Engineer (Substation Design) dated 13.02.2026, and the complete procurement record, and finalized its report, which was submitted on 24.02.2026.

20. The counsel of the Respondent (NGC) also submitted that upon examination of the entire record, the GRC found as an undisputed fact that the Appellant was subject to a subsisting

ADB debarment for the period from 10.08.2023 to 10.08.2027 and that the existence and continuing effect of the debarment had not been challenged before the GRC. The GRC further held that the ADB clarification dated 11.10.2023 did not nullify the debarment and that eligibility under domestic procurement law remained governed by the applicable statutory framework. In this regard, Rule 19(4) of the 2004 Rules provides that a bidder declared blacklisted or debarred by a foreign country, international organization or other foreign institution shall be treated as blacklisted and debarred from participating in public procurement or entering into a public contract for the period declared by such organization. NGC submitted that the language of Rule 19(4) is mandatory and leaves no discretion with the procuring agency to condone or dilute a subsisting international debarment. Likewise, Clause 2.1.3(iv) of the NGC/NTDC SOP for Blacklisting provides that persons blacklisted by international financial institutions/donor agencies are liable to be blacklisted upon receipt of confirmation from the donor agency without any further proceeding. The formal Notice of Debarment issued by ADB/OAI itself and communicated to the Managing Director, NTDC constituted such confirmation. Consequently, the Appellant's eligibility, being a threshold requirement which must subsist during the procurement process, stood adversely affected and its technical responsiveness could not lawfully be maintained.

21. The counsel of the Respondent (NGC) also submitted that the Appellant's contention that no valid "declaration" of debarment existed merely because its name was allegedly not available on ADB's publicly accessible sanctions webpage was misconceived. The formal Notice of Debarment itself constituted the written declaration of sanction, specifying the findings, period and scope of debarment, and ADB had confirmed that the names of the sanctioned parties were placed on its sanctions list

accessible to executing and implementing agencies, government agencies and other multilateral development banks. Neither Rule 19(4) nor any other provision of the 2004 Rules makes public website publication a condition precedent for the operation of the Rule. NGC also relied upon the Authority's instructions dated 09.08.2019 requiring firms blacklisted/debarred by international organizations to be treated as blacklisted/debarred and ineligible to participate in public procurement. The distinction sought to be drawn between the Appellant, a private company limited by shares, and "Netracon Technologies", stated to be a partnership firm, was also disputed, as the debarment expressly extended to associated and related entities, while the Appellant carried on business under the same name and its Director/shareholder, Mr. Syed Yasir Ali Sherazi, was himself a sanctioned individual. Moreover, the Appellant's letter dated 24.11.2025 concerning the Tender was authored by Mr. Sherazi in his capacity as its authorized representative. NGC therefore submitted that separate corporate personality could not be invoked as a device to evade an integrity-based sanction, particularly where the same name, management and association were reflected in the record.

22. The counsel of the Respondent (NGC) further submitted that the Appellant's bid was independently liable to rejection because the affidavit furnished under IB 3.1(a)(iii) regarding non-blacklisting by donor agencies was materially inconsistent with the subsisting ADB debarment, which was disclosed only after a specific post-bid clarification was sought. NGC maintained, however, that neither NGC nor the GRC had newly blacklisted the Appellant; rather, the GRC had determined the technical responsiveness of the Appellant's bid in light of a pre-existing debarment by an international organization. Therefore, the show-cause and other procedures applicable to debarment by a procuring agency under IB 38, Rule 19(3) and the Regulations on Mechanism for Blacklisting and Debarment of Bidders or

Contractors, 2024, were not attracted, the matter being governed by Rule 19(4). NGC also submitted that the Appellant's reliance upon earlier administrative communications dated 13.10.2023 and 28.08.2025, findings dated 20.01.2025 and the MOU dated 22.02.2024 was misplaced, as those matters related to different contexts/procurements and could not override the mandatory operation of Rule 19(4). It was further submitted that Rule 5 was inapplicable because the subject Tender was financed entirely from NGC's own resources and was not governed by any international treaty, financing agreement or inter-governmental commitment containing inconsistent procurement provisions.

23. The counsel of the Respondent (NGC) also submitted that the objections concerning violation of natural justice, delay and the alleged non-speaking nature of the Short Order were also denied. NGC submitted that the Appellant was duly notified, appeared through authorized representatives, was heard at length on 06.02.2026 and filed detailed written submissions with supporting documents, which were considered by the GRC. Thus, no prejudice was caused to the Appellant and the requirements of natural justice were substantially and fully complied with. The period contemplated under Rule 48(6) was stated to be directory, and the time consumed by the GRC was attributable to the meetings, notices, hearing of both bidders, written submissions, departmental inputs, examination of the record and approval by the competent authority. The Appellant participated throughout without objection and failed to establish any prejudice arising from the time taken. Likewise, the Short Order dated 08.06.2026 was not a non-speaking order, as it expressly recorded the basis of the decision, namely the findings of the GRC, Rule 19(4) of the 2004 Rules and Clause 2.1.3(iv) of the NGC/NTDC SOP; the detailed and reasoned GRC Report had also been approved by the competent authority on 07.05.2026 and formed part of the record. The allegations of mala fide were also denied as vague and

unsupported, particularly in view of the change of Convener to eliminate any perception of conflict of interest, issuance of notices, full hearing and consideration of the Appellant's written submissions.

24. The counsel of the Respondent (NGC) further added that the Revised TER dated 08.06.2026 was the lawful consequence of the GRC's determination and did not offend Rule 35, which does not prevent correction of an erroneous evaluation through the grievance redressal mechanism under Rule 48. Competition under the 2004 Rules is competition amongst eligible and responsive bidders, and an ineligible bidder cannot be retained merely to increase the number of competing bidders. The assertion that Respondent No. 2's financial bid was higher than that of the Appellant was also stated to be factually baseless, as the Appellant's financial bid was never opened under the single stage, two envelope procedure. NGC maintained that the Appellant's ineligibility arose by operation of Rule 19(4), and not through any fresh debarment by NGC, while the GRC was competent to correct the technical evaluation upon finding the grievance meritorious. Accordingly, NGC submitted that the Appeal was devoid of merit and disclosed no illegality, procedural irregularity, jurisdictional error, mala fide or perversity warranting appellate interference. It was therefore prayed that the Appeal be dismissed, the Short Order and Revised TER dated 08.06.2026 be upheld, and the Appellant's request for suspension of award of the contract be declined in view of the public importance and urgency of the project.

25. At the last, the counsel of the Respondent (NGC) argued that the Appellant's contention that the ADB Notice of Debarment dated 15.08.2023 pertains to a separate partnership firm, and not to M/s Netracon Technologies (Private) Limited, is an afterthought and was never raised before the fora below. In its written submissions before the GRC dated 09.02.2026, the

Appellant merely contended that it had not been “declared” blacklisted by ADB and sought to distinguish an ADB internal debarment from a “declaration” under Rule 19(4) of the PPRA Rules. Significantly, the Appellant expressly stated that the “internal debarment of Netracon Technologies (Pvt.) Ltd.” related to an ADB-funded project and that, for determining the extent of sanction, the ADB clarification would prevail. Thus, the Appellant itself unequivocally acknowledged its debarment by ADB and, at that stage, did not dispute its identity as the debarred entity. The ADB Notice itself further establishes the identity of the debarred entity, as it refers to an ongoing contract “PCSS 0016” under Loan 3677-PAK, MFF Power Transmission Enhancement Investment Program II, Tranche 3. The corresponding ADB Environmental Monitoring Report identifies M/s Netracon Technologies (Private) Limited as the contractor for ADB 301 CR under the same programme, whereas no separate contract awarded to any partnership firm under the name Netracon Technologies has been identified. The contention that the debarment related to a third-party partnership firm is, therefore, not borne out from the record.

26. The counsel of the Respondent further argued that the ADB Notice of Debarment specifically states that the sanction applies to “Netracon” as well as its Director, Mr. Syed Yasir Ali Sherazi, and further extends to entities associated with or related to them, including subsidiaries and branches. The reference to a “Director” is consistent with the corporate status of the Appellant company and, in any event, the Notice expressly extends the debarment to associated or related entities. Moreover, in its Clarification Letter dated 24.11.2025 concerning the Affidavit of Blacklisting, the Appellant treated the debarment as an internal ADB debarment and did not contend that it was not the entity debarred by ADB or that the debarment concerned another partnership firm. The Appellant’s reliance upon previous letters

issued by NTDC also cannot operate as an estoppel against the application of the governing procurement law and Rule 19(4) of the PPRA Rules, particularly where those letters themselves concerned the nature of the debarment. Accordingly, the applicable statutory/procurement framework is required to be enforced notwithstanding any previous correspondence.

27. At the very last, the counsel of the Respondent (NGC) submitted that, with regard to the clarifications sought by the Appellate Committee, it is submitted that the General Manager (Tech), NGC, had participated in the evaluation of the subject tenders and, upon submission of the grievance against the Technical Evaluation Report dated 21.01.2026, recused himself as Convener of the GRC in the interest of propriety and to avoid any appearance of conflict of interest; consequently, the GRC was reconstituted. As regards bid validity, the bids for Tender NOR-136W2 was opened on 20.08.2025 with an original validity period of 150 days extending up to mid-January 2026. NGC thereafter sought a one-time extension of a further 150 days in accordance with Rule 26 of the PPRA Rules, extending validity up to mid-June 2026. Subsequently, M/s Potential Engineers, M/s Al Hussain Traders and M/s Usman & Co. voluntarily extended their respective bid validity up to 30.09.2026. The evaluation had otherwise been completed in a timely manner, while additional time was consumed in grievance proceedings, resolution thereof and obtaining requisite approvals. Since Rule 26 prescribes the mechanism for seeking extension by the procuring agency but does not prohibit a bidder from voluntarily maintaining the validity of its offer without altering its quoted terms, conditions or pricing, the Respondents submit that such extension does not compromise the integrity of the procurement process. In view of the foregoing, the instant Appeal may accordingly be dismissed as being without merit.

28. On the other hand, learned counsel of the Respondent No. 02 i.e., M/S POTENTIAL ENGINEERS PVT. LTD submitted that the instant Appeal is misconceived, factually distorted and liable to be dismissed. It is submitted that the document described by the Appellant as the "Impugned Short Order" is, in fact, merely an administrative / communicative letter issued by Respondent No. 1, conveying the outcome of the proceedings before the Grievance Redressal Committee (GRC) and informing the Appellant that, pursuant to the findings of the GRC, a Revised Technical Evaluation Report was issued whereby the Appellant was declared non-responsive. Thus, the Appellant has incorrectly attributed the said communication to the GRC as an adjudicatory order and, on this basis, the Appeal is also contended to be time-barred. Respondent No. 2 further submits that National Grid Company of Pakistan Limited (NGC) initiated National Competitive Bidding under Tender No. NOR-136W2-2025 for three infrastructure projects, in which Respondent No. 2 participated by submitting its bids.

29. The counsel of the Respondent No. 02 also submitted that, after publication of the Technical Evaluation Reports on 21.01.2026, the Appellant, M/s Netracon Technologies (Pvt.) Ltd., was initially declared technically qualified. Respondent No. 2, however, brought to the notice of the GRC that the Appellant stood debarred by the Asian Development Bank (ADB) for fraudulent practices involving misrepresentation of similar work experience, with the debarment being effective from 10.08.2023 to 10.08.2027. Accordingly, Respondent No. 2 filed formal Grievance Petitions before the GRC on 23.01.2026 challenging the Appellant's qualification. The GRC conducted a hearing on 06.02.2026, in which Respondent No. 2 participated, and Respondent No. 2 thereafter submitted its detailed written submissions on 09.02.2026, as directed by the Committee. Respondent No. 2 also pursued the matter through subsequent

reminders and communications in order to ensure that the alleged statutory disqualification was considered before finalization of the procurement.

30. The counsel of the Respondent No. 02 further submitted that, on the legal issue of debarment, the Appellant's reliance upon the distinction between M/s Netracon Technologies, described as a partnership firm, and M/s Netracon Technologies (Pvt.) Ltd. is misconceived and cannot be used to circumvent the consequences of an international debarment. Respondent No. 2 maintains that the official record identifies the Appellant/private limited company as the contractor involved in the relevant ADB-funded transmission-line projects and, therefore, the attempt to rely upon separate corporate nomenclature does not answer the substantive issue arising from the debarment. Likewise, the ADB clarification concerning the absence of cross-debarment with other multilateral development banks does not, according to Respondent No. 2, override the domestic requirements of Rule 19(4) of the PP Rules, 2004. Respondent No. 2 further submits that any earlier qualification of the Appellant by the Procuring Agency could not create a vested right or estoppel against the law, as an erroneous preliminary evaluation may be corrected when a relevant disqualification is subsequently brought to notice.

31. The counsel of the Respondent No. 02 also submitted that the Appellant was afforded due opportunity to present its case before the GRC and therefore the allegation of violation of natural justice or *audi alteram partem* is without basis. The GRC, being the grievance redressal forum under Rule 48 of the PPRA Rules, was competent to examine the alleged irregularity in the technical evaluation and to require correction thereof. Respondent No. 2 contends that Clause 2.1.3(iv) of the relevant bidding documents / SOPs provides for non-responsiveness of an entity blacklisted by an International Financial Institution, and that the subsequent Revised Technical Evaluation Report was

consequently issued to rectify the earlier evaluation. The Appellant's past performance, experience in the power-transmission sector, or its assertion of legitimate expectation cannot, according to Respondent No. 2, cure a threshold legal or eligibility defect. Similarly, the allegations of mala fide and collusion are stated to be unsupported by material evidence, whereas Respondent No. 2's objection was based upon the objective fact of the Appellant's recorded ADB debarment.

32. At the last, the counsel of the Respondent No. 02 also submitted that the Appellant's reliance upon Rule 5 of the PP Rules, 2004, the alleged donor-agency exception, past technical qualification, vested rights, legitimate expectation and alleged prejudice arising from exclusion does not establish any lawful entitlement to participate in the procurement. Respondent No. 2 maintains that there is no conflict between the domestic procurement framework and any applicable ADB arrangement which would require the Procuring Agency to disregard a domestic statutory disqualification. The public interest, transparency and integrity of the procurement process require that eligibility requirements be applied at the relevant stage and that an ineligible bidder not be permitted to obtain a public contract merely because it was initially evaluated as responsive. Accordingly, Respondent No. 2 supports the declaration of the Appellant as non-responsive and respectfully submits that the Appeal may be dismissed and the procurement process be permitted to proceed in accordance with the applicable rules and the revised evaluation.

33. At the very last, the counsel of the Respondent No. 02 argued that the Appellant, M/s Netracon Technologies (Pvt.) Ltd., has adopted a stance regarding the ADB debarment which is contrary to its own earlier position and amounts to approbation and reprobation. The Appellant neither raised before the GRC nor in its previous clarifications to NGC/NTDC the present

contention that the ADB debarment pertained only to a separate partnership firm; rather, it expressly admitted the existence of the ADB sanction against itself. In its clarification dated 24.11.2025, issued by Mr. Syed Yasir Ali Sherazi as authorised representative of the Appellant, and in its written arguments before the GRC, the Appellant acknowledged its "internal debarment" in connection with an ADB-funded project. Moreover, the ADB Notice of Debarment dated 15.08.2023 expressly provided that the debarment extends to entities associated with or related to the sanctioned parties, including subsidiaries and branches. The Appellant carries on business under the same name, while Mr. Syed Yasir Ali Sherazi, who was personally sanctioned by ADB, is a Director and shareholder of the Appellant. The distinction now sought to be drawn between the Appellant and the allegedly debarred partnership firm is therefore unsupported by the Appellant's own previous conduct and documentary record. Significantly, an independent ADB-linked Environmental Monitoring Report for Loan No. 3677 (July-December 2025, published March 2026) identifies "Netracon Technologies Pvt. Ltd." as the contractor for Contract No. ADB-301 CR, thereby further establishing the Appellant's involvement in ADB-financed works. Conversely, the Appellant has produced no documentary evidence establishing that the partnership firm, rather than the Appellant, was the contractor and the entity actually sanctioned by ADB.

34. Furthermore, the counsel of the Respondent No. 02 also added that the requirements of Rule 19(4) of the PP Rules, 2004 stand satisfied through ADB's formal Notice of Debarment dated 15.08.2023 addressed to the Managing Director, NTDC, as well as the inclusion of the sanctioned parties on ADB's sanctions list, hence, the cross-debarment consequence under Rule 19(4) follows from the pre-existing international debarment. The Appellant's reliance upon the Blacklisting SOPs, particularly

Clause 2.1.3(iv), is misconceived, as the said provision concerns action upon confirmation from a donor agency, whereas in the present case the donor agency itself had issued the formal Notice of Debarment to NTDC. Likewise, the alleged estoppel arising from any previous sanction of a project after ADB clarification cannot operate against the statutory requirements of Rule 19(4), nor can administrative communications in different procurements bind the GRC or the competent authority. Rule 5 of the PP Rules, 2004 is also inapplicable as the subject procurement was financed entirely from NGC's own resources and was not governed by any international treaty or financing agreement containing procurement provisions inconsistent with the PPRA Rules. Similarly, Instructions to Bidders (IB) 38, which governs debarment as a penal measure by the procuring agency, is not attracted because NGC did not itself initiate a debarment proceeding; rather, the GRC considered the Appellant's responsiveness in light of an already existing debarment imposed by ADB. Accordingly, the grounds raised by the Appellant are factually unsupported and legally misconceived, hence request for dismissal of the instant appeal.

35. The Committee heard the learned counsel's for the Appellant, Respondent No.1/National Grid Company of Pakistan Limited ("NGC"), and Respondent No.2 / M/s Potential Engineers (Pvt.) Ltd., at length and has carefully examined the record, documents and submissions placed before it. The primary question requiring determination is whether the Appellant, M/s Netracon Technologies (Pvt.) Ltd., was legally entitled to remain technically responsive in Tender No. NOR-136W2-2025 notwithstanding the subsisting debarment imposed by the Asian Development Bank ("ADB"). Moreover, the material issue before the Committee is whether the Appellant could lawfully be treated as ineligible / non-responsive on account of the ADB debarment and, consequentially, whether the GRC and NGC acted within

the scope of the Public Procurement Rules, 2004, the applicable bidding documents / SOPs and the relevant procedural requirements.

36. The Appellate Committee also noted that a significant factual dispute concerns the identity of the entity against whom the ADB debarment was imposed. The Appellant maintains that Netracon Technologies (Pvt.) Ltd., being a company incorporated under the Companies Ordinance, 1984 dated 27.11.2014, is a separate legal person from Netracon Technologies, stated to be a partnership firm registered under the Partnership Act, 1932. NGC and Respondent No.2, however, contend that the ADB record identifies the Appellant itself as the sanctioned entity and, in any event, extends the sanction to associated or related entities. They further rely upon the involvement of Mr. Syed Yasir Ali Sherazi, who was himself sanctioned by ADB and is Director / shareholder and authorized representative of the Appellant.

37. It is an admitted position that the Appellant participated in the subject procurement pursuant to IFB dated 16.05.2025 and submitted its bid on 20.08.2025. During evaluation, NGC sought clarification from the Appellant on 20.11.2025 regarding its affidavit relating to blacklisting, which was replied to by the Appellant on 24.11.2025. The Appellant was initially declared technically responsive through the Technical Evaluation Report dated 21.01.2026. However, Respondent No.2 subsequently lodged a grievance dated 23.01.2026 challenging the Appellant's responsiveness on the ground of its subsisting ADB debarment.

38. The Committee observed and considered the Appellant's principal contention that the ADB debarment related to a partnership firm named "Netracon Technologies" and not to the Appellant, which is a private limited company having a separate legal personality. However, the material available on record does not support the contention to the extent necessary to invalidate

the impugned determination. The ADB Notice of Debarment dated 15.08.2023 records the sanction against "Netracon" and Mr. Syed Yasir Ali Sherazi and provides that the debarment was effective from 10.08.2023 to 10.08.2027 and extended to entities associated with or related to the sanctioned parties. The record further contains an ADB-linked Environmental Monitoring Report identifying M/s Netracon Technologies (Pvt.) Ltd. as the contractor under the relevant ADB-financed programme. Mr. Syed Yasir Ali Sherazi, who was himself sanctioned by ADB, is Director / shareholder and authorized representative of the Appellant.

39. The Committee also observed that the Appellant, in its clarification dated 24.11.2025 and in its written submissions before the GRC dated 09.02.2026, acknowledged the existence of an "internal debarment" in connection with an ADB-funded project. The contention that the debarment exclusively concerned an altogether separate partnership firm was not advanced before the GRC in the manner now urged in appeal. The Appellant cannot, therefore, derive benefit from a distinction which is not satisfactorily established from the record and which is also inconsistent with its own contemporaneous correspondence and the documentary material relied upon by the Respondents.

40. The Committee further observed and considered the Appellant's contention that there was no valid "declaration" of debarment within the meaning of Rule 19(4) of the Public Procurement Rules, 2004 ("PP Rules, 2004"), as the alleged sanction was internal and was not publicly proclaimed or published on the ADB website. This contention is not tenable. The ADB Notice of Debarment dated 15.08.2023 is a formal written instrument specifying the sanctioned parties, the nature of the sanction and its period. Rule 19(4) does not expressly prescribe public website publication as a condition precedent for

the operation of the consequence contemplated therein. The existence of a formal notice issued by the competent authority of ADB and communicated to the relevant procuring authority is sufficient material for the purpose of considering the legal effect of the foreign debarment under the domestic procurement framework.

41. Rule 19(4) of the PP Rules, 2004 provides that a bidder declared blacklisted or debarred by a foreign country, international organization or other foreign institution shall be treated as blacklisted and debarred from participating in public procurement or entering into a public contract for the period declared by such organization. The Committee finds that the provision operates upon the existence of a relevant foreign / international debarment and does not require NGC to impose a second or fresh debarment before determining the bidder's eligibility. Accordingly, the procedure applicable to a fresh debarment by the Procuring Agency, including the procedure relied upon by the Appellant under IB 38 and the 2024 Regulations, is not attracted in the same manner to the present case.

42. The Committee further finds that the clarification issued by ADB on 11.10.2023 does not support the Appellant in the manner contended. The clarification did not rescind, withdraw or otherwise extinguish the debarment imposed on 15.08.2023. It merely clarified that the sanctioned parties remained ineligible for ADB-financed, administered or supported activities, while their participation in procurements financed by other MDBs / IFIs would depend upon the rules applicable to such institutions. The said clarification, therefore, cannot be construed as overriding the domestic legal consequences arising under Rule 19(4) of the PP Rules, 2004.

43. The Committee has also examined the Appellant's reliance upon Clause 2.1.3(iv) of the NGC / NTDC Blacklisting SOP. The Respondents have explained that the formal ADB Notice of Debarment communicated to NGC / NTDC constituted confirmation of the international sanction. In the circumstances, the Committee finds no sufficient basis to hold that the GRC or NGC acted without authority in taking the subsisting ADB debarment into account while determining the Appellant's responsiveness. Moreover, the contention based upon Rule 5 of the PP Rules, 2004 is likewise without merit. The subject procurement was financed from NGC's own resources and was not stated to be governed by an international financing agreement containing procurement provisions inconsistent with the PP Rules, 2004. The ADB clarification relied upon by the Appellant, therefore, cannot be treated as an overriding contractual or treaty-based procurement provision in respect of the present procurement.

44. The Committee has also considered the allegation of violation of natural justice on the ground that the grievance petition was not supplied to the Appellant. The record, however, demonstrates that the Appellant was notified of the grievance proceedings, appeared before the GRC through its authorized representative on 06.02.2026, was heard at length and submitted detailed written submissions dated 09.02.2026. The Appellant was thus afforded an opportunity to contest the material issue forming the basis of the grievance, namely the ADB debarment. No specific prejudice sufficient to vitiate the entire proceedings has been established.

45. The Committee is also of the view that the separate legal personality of a company, though a recognized principle of law, cannot be considered in isolation from the particular terms of the foreign sanction. The ADB Notice of Debarment expressly extended the sanction to Mr. Syed Yasir Ali Sherazi and the

entities associated with or related to the sanctioned parties. Therefore, the mere assertion that the Appellant is incorporated as a private limited company does not, by itself, displace the applicability of the sanction where the documentary record establishes the relevant association and connection. The authorities cited by the Appellant concerning separate corporate personality are, therefore, distinguishable on the facts of the present case.

46. The Appellate Committee also observed that the deadline for submission of bids was 19.08.2025 for the subject tender. As per IB No. 14.1, the applicable original Bid Validity Period expired on 16.01.2026, for the subject tender. As per Rule 26 of the PP Rules, 2004, only one extension of the original Bid Validity Period was permissible under law which too expired on 15.06.2026. However, the financial bid was opened on 16.06.2026 for the subject tender. As per Rule 38 of the PP Rules, 2004, the procuring agency was obligated to award the procurement contracts within the original bid validity period or, in exceptional circumstances, in extended bid validity period. Therefore, the subject procurement process stands lapsed in view of expiry of even the extended Bid Validity Period and failure to award procurement contract within the extended Bid Validity Period under Rules 38 of the Public Procurement Rules, 2004.

47. It is pertinent to point out that, despite being fully cognizant of the fact that the Appellant had been debarred / blacklisted by the Asian Development Bank (ADB) for a period of four years, commencing from 10.08.2023 and continuing up to 10.08.2027, the Respondent, namely NGC, proceeded to award multiple contracts to the Appellant during the subsistence of the said period of debarment / blacklisting. Such conduct on the part of the Respondent constitutes a serious violation of the spirit and intent of Rule 19(4) of the Public Procurement Rules, 2004, and reflects a serious lapse on the part of the Procuring Agency, i.e.,

NGC. The award of contracts to a debarred / blacklisted entity, despite the Respondent's knowledge of such debarment, warrants thorough examination and inquiry into the circumstances surrounding the said procurements.

48. Accordingly, the Committee directs the Respondent Agency / Department to conduct an inquiry into the matter and determine the responsibility of the officials concerned who were involved in, facilitated, or otherwise contributed to the aforesaid irregularity.

49. It is relevant to point out that as per the spirit of Rule 48 of the Public Procurement Rules, 2004, the Respondent (NGC) was required to provide an opportunity of hearing to the Appellant. However, contrary to this, the Respondent did not provide any opportunity of hearing to the Appellant against the grievance filed in Tender No. NOR-136W2/2025, arbitrarily assuming that the contents of the complaint filed by the Appellant were identical to those raised in Tender Nos. NOR-136W1/2025 & NOR-136W3/2025. Irrespective of that fact, the Respondent was under a strict legal obligation to provide an opportunity of a hearing in line with the spirit of the said Rule, as well as the fundamental principle of *audi alteram partem*. Therefore, the said act of the Respondent (NGC) was contrary to the principles of natural justice. Therefore, the Committee directs the Respondent to strictly avoid such practices in all future procurements.

50. Upon cumulative consideration of the entire record, the Committee finds that the Appellant has failed to establish any jurisdictional defect, material illegality, procedural irregularity, violation of natural justice or perversity in the impugned determination warranting interference in appellate jurisdiction. The subsisting ADB debarment, the material connecting the sanction with the Appellant, and the legal consequence

contemplated by Rule 19(4) of the PP Rules, 2004 constitute sufficient basis for treating the Appellant as ineligible for participation during the subsistence of the debarment.

51. For what the reasons and observations mentioned above the appeal in hand is hereby ***dismissed*** and disposed of accordingly.


(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: 17th September, 2026

Each page of the order has been signed by all members of the Committee. The order comprises thirty-two (32) pages.

