



F. No. PPRA/AP-52/2026
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 Alamdar Engineering (Pvt.) Ltd.

...the “Appellant”

Vs.

National Grid Company of Pakistan Ltd. (formerly NTDCL), etc.

...the “Respondent”

<u>Date of Hearing</u>	Mr. M. Hanzala (Advocate), Mr. Ahmad Sheraz (Director)
07.09.2026	(On behalf of Appellant)
	Mr. Ali Akbar Naqvi (Advocate), Mr. Abdullah Iltaf Cheema (Advocate), Mr. M. Ramzan
	(On behalf of Respondent)

APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004 AGAINST THE IMPUGNED DECISION OF THE GRC DATED 20.07.2026

The Authority received the titled Appeal on 31.07.2026, 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 07.09.2026 before the Appellate Committee in the Committee Room of this Authority.

2. On the said date of hearing (07.09.2026), the above-mentioned learned counsels and representatives of the parties appeared before the Committee and presented their arguments at length. The Respondent provided written arguments to the Committee.

3. The learned counsel for the Appellant submitted that the present Appeal is preferred under Rule 48(7) of the Public Procurement Rules, 2004, which confers upon a bidder aggrieved by the decision of a Grievance Redressal Committee the right to file an appeal before the Authority. The said sub-rule reads as under:

"(7) 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."

4. The counsel for the Appellant further submitted that the same right is separately and expressly conferred by the Bidding Documents themselves. Clause IB 37.5 of the Bid Data Sheet of Bidding Document No. TLC-27-2026 provides:

"37.5 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee."

5. Further submitted that the Respondent No. 1 is the National Grid Company of Pakistan Limited, formerly the National Transmission and Despatch Company Limited, which is admittedly a procuring agency of the Federal Government within the meaning of Rule 3 of the Public Procurement Rules, 2004, and the subject procurement is admittedly governed by the said Rules, as recorded on the face of the Technical Evaluation Report itself, which is expressly stated to be issued "As Per Rule 35 of PP Rules, 2004".

6. Further submitted that the Appellant, M/s Alamdar Engineering (Pvt.) Limited, is a private limited company incorporated under the laws of Pakistan, engaged for several decades in the construction, erection, stringing, testing,

commissioning and rehabilitation of high voltage power transmission infrastructure, and is a regular and established participant in the public procurements of NGC/NTDC, the Distribution Companies and other public sector entities of the power sector of Pakistan. The Appellant holds a valid Pakistan Engineering Council licence in Category CA and directly sustains the livelihood of more than one hundred (100) households.

7. Further submitted that the Appellant is represented in the present proceedings through Engr. Ahmad Sheraz, Director (Operations), who stands duly authorised by the Board of Directors of the Appellant company to institute, sign, verify and prosecute the present Appeal, and to depose the accompanying affidavit. That Respondent No. 1 is the procuring agency which floated the subject tender. Respondent No. 2 is the officer who has communicated the impugned decision dated 20.07.2026. Respondents No. 3 convene the Grievance Redressal Committee which passed the impugned decision. All Respondents are necessary and proper parties and no other person is a necessary party to the effectual adjudication of this Appeal.

8. Further submitted that the impugned decision of the Grievance Redressal Committee has been communicated to the Appellant vide letter dated 20.07.2026, and the reasons for the said decision were displayed upon the e-PADS portal and came to the knowledge of the Appellant thereafter. That in terms of Rule 48(7) of the Public Procurement Rules, 2004, an appeal lies before the Authority within thirty (30) days of communication of the decision of the Grievance Redressal Committee. Computed from 20.07.2026, the period of limitation expires on 19.08.2026. That the present Appeal is being filed well within the prescribed period of thirty (30) days, and is therefore within

time. No period of limitation stands expired and no application for condonation of delay is required.

9. The counsel for the Appellant further submitted that the Respondent No. 1 floated Tender No. TLC-27-2026 (PPRA Ref. No. TS0000002386E) inviting bids for the Construction and Completion of Civil Works, Erection, Stringing, Testing and Commissioning for the rehabilitation of the existing 220kV Double Circuit Twin Bundle Chashma-Bannu Transmission Line from Tower location No. 54 to 59, comprising six (06) towers, to be completed within one hundred twenty (120) days from the date of receipt of the Engineer's Notice to Commence. That the procurement was expressly conducted through National Competitive Bidding (NCB) adopting the Single Stage Two Envelope (SSTE) procedure. Clause IB 2.1 of the Bid Data Sheet expressly records the source of funding in the following unambiguous terms:

"IB 2.1 Source of Funding: NGC's own Resources."

10. Further submitted that the subject procurement is therefore, on the face of the Bidding Documents themselves, a domestic procurement financed exclusively out of the Respondent No. 1's own resources. It is not financed, administered or supported by the Asian Development Bank or by any other international financial institution, donor or lender, whether in whole or in part. This fact is not, and cannot be, disputed. That the eligibility requirements of the subject tender are prescribed in Clause IB 3.1(a) of the Bid Data Sheet, which substituted the original sub-clause 3.1(a) of the Instructions to Bidders. Sub-clause (iii) thereof, being the only clause in the entire Bidding Documents which deals with blacklisting or debarment, reads verbatim as follows:

"The Bidder shall not be by blacklisted NGC(NTDC)/ WAPDA/ DISCOs/ any Government/ Public

department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed by NGC(NTDC)/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids..."

11. Further submitted that the Appellant purchased the Bidding Documents, prepared and submitted a complete Technical Bid and Price Bid through e-PADS, and furnished the original Bid Security in the prescribed amount before the closing deadline. The bids were closed and the technical bids were opened on 21.04.2026. Five (05) bids in all were received. That the summary of the Technical Evaluation Report was made public on the website of Respondent No. 1 as well as upon e-PADS on 18.06.2026 in purported compliance with Rule 35 of the Public Procurement Rules, 2004. In the said announcement, four bidders, namely M/s NPCC & RTCC JV, M/s MRCC-MREC & Usman and Co. JV, M/s Potential Engineers and M/s NHC & MKEC JV, were declared responsive and recommended for opening of price bids, and the Appellant alone was declared non-responsive.

12. The counsel for the Appellant further submitted that in the version of the Technical Evaluation Report placed on the record, the reasons assigned by the Bid Evaluation Committee for declaring the Appellant non-responsive were, and were only, the following:

(i) Non fulfilment to IB 3.1 (b) (i) of Special Criteria, that is, experience of piling work in river crossing under water flowing condition during the last five (05) years;

(ii) Invalid document (bank certificate) in Financial Capabilities in the prescribed Form of Appendix-P to Bid;

(iii) Non-provision of the Proposed Construction Schedule as per Appendix-E to Bid;

(iv) Non-provision of the Integrity Pact as per Appendix-O to Bid; and

(v) Non-provision of the PEC licence and old application for renewal of PEC registration as per Clause IB 3.1(a)(i).

13. Further submitted that it is a matter of record, and is capable of instant verification by this learned Committee from the Technical Evaluation Report itself, that the Bid Evaluation Committee did not assign, at any place and in any form, any reason relating to the Asian Development Bank, to any debarment, to any sanction, or to Clause IB 3.1(a)(iii) of the Bid Data Sheet.

14. Further submitted that being aggrieved, the Appellant lodged a written complaint bearing No. AEL/NTDC/26/06/4409 dated 23.06.2026 before the Grievance Redressal Committee of Respondent No. 1 under Rule 48 of the Public Procurement Rules, 2004, being the fifth day from the announcement of the Technical Evaluation Report, and therefore well within the period of seven (07) days prescribed by Rule 48(3). That upon the filing of the said complaint against the technical evaluation report, the procurement proceedings stood suspended by operation of law under Rule 48(4) of the Public Procurement Rules, 2004, which provides that in case a complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. The Grievance Redressal Committee issued a Notice of Hearing and heard the Appellant on 03.07.2026. At the said hearing the Appellant addressed and answered each of the five reasons assigned in the Technical Evaluation Report and handed over documents in support thereof.

15. Further submitted that for the first time at the said hearing dated 03.07.2026, and not in the Technical Evaluation Report

and not in any prior communication, the learned Grievance Redressal Committee orally raised a query regarding the Appellant's historical status with the Asian Development Bank. The Appellant, acting with complete candour and without concealment of any kind, thereupon submitted a detailed written clarification bearing No. AEL/NTDC/26/07/4413 dated 04.07.2026, placing the entire factual and legal position on record together with the para-wise reply to all five reasons.

16. Further submitted that the complete and candid position placed before the learned Committee was, and remains, as follows. The Office of Anticorruption and Integrity of the Asian Development Bank, vide letter Ref. No. OAI/02.13/13-0216-JB dated 28 February 2013, declared the Appellant ineligible to participate in any ADB-financed, administered or supported activity for a minimum period of four (04) years, expressly "from the date of this letter up to and including 28 February 2017". That the declared period of ineligibility therefore expired by pure efflux of time on 28.02.2017, that is, more than nine (09) years before the submission of the bid in the subject tender on 21.04.2026.

17. Further submitted that in place of deciding the five reasons actually assigned by the Bid Evaluation Committee, the learned Grievance Redressal Committee proceeded to reject the Appellant's grievance solely and exclusively upon the said historical Asian Development Bank sanction. The reasons displayed upon the e-PADS portal read verbatim as follows:

"The bidder is ineligible to participate in the subject procurement owing to its debarment by the Asian Development Bank. Accordingly, the complainant remained fail to satisfy the Committee regarding its mandatory eligibility requirements prescribed under the bidding documents. Therefore, the grievance petition is rejected and the declaration of non-responsive status of M/s. Alamdar Engineering (Pvt.) Ltd. by the Evaluation committee is upheld."

18. Further submitted that the said reasons are the only reasons ever assigned by the learned Grievance Redressal Committee. The decision as formally communicated to the Appellant vide letter No. dated 20.07.2026 is a bare, one-line, wholly non-speaking communication which does not disclose a single reason, does not deal with a single ground urged by the Appellant, does not refer to the hearing dated 03.07.2026, and does not so much as mention the written clarification dated 04.07.2026.

19. Further submitted that the impugned decision was thus rendered on 20.07.2026, that is, on the twenty seventh (27th) day from the receipt of the complaint on 23.06.2026, in disregard of the mandatory period of ten (10) days prescribed by Rule 48(6) of the Public Procurement Rules, 2004. That in the meanwhile, and in order to place the position entirely beyond doubt, the Appellant addressed a letter bearing Ref. AEL/ADB/26/7/4419 dated 14 July 2026 to the Asian Development Bank, expressly raising its concern as to the impact of the historical debarment upon procurement proceedings unrelated to ADB-financed activities.

20. Further submitted that the Asian Development Bank, through the Office of Anticorruption and Integrity replied vide letter Ref. OAI/02.10/26-0353-SM dated 22 July 2026, that is, two days after the impugned decision and therefore a document which was never available to and never considered by the learned Grievance Redressal Committee. The said letter records, in terms which admit of no ambiguity, at paragraph 2 thereof:

"On 28 February 2013, ADB declared Alamdar ineligible to participate in any ADB-financed, administered, or supported activity (ADB-related activity) for a minimum period of four years, from 28 February 2013 to 28 February 2017 (Alamdar's Debarment).... The debarment was not eligible for recognition by other participating institutions

under the Agreement for Mutual Enforcement of Debarment Decisions as the debarment was not made public by ADB."

21. That still more decisively, at paragraph 11 of the said letter, the Asian Development Bank has recorded in writing, and of its own motion, the following:

"Although Alamdar's minimum debarment period expired on 28 February 2017, Alamdar remains ineligible to participate in any ADB-related activity unless and until ADB reinstates its eligibility. For clarity, ADB's debarment does not by itself, impose an ADB sanction on Alamdar's participation in procurement activities that are not ADB-financed, administered, or supported."

22. Further submitted that the Appellant places the above letter before this learned Committee frankly and in its entirety, and does not seek to overstate its effect. The Appellant candidly accepts that, within the sphere of ADB-related activity, its eligibility awaits formal reinstatement by ADB. That, however, is precisely the point. The very institution which imposed the sanction has now confirmed in writing that the sanction does not, by itself, operate upon procurement activities which are not ADB-financed, administered or supported. The subject tender is admittedly such a procurement.

23. Further submitted that it was an internal debarment. Reinstatement was not mandatory and was limited solely to the scope of ADB-financed projects.

24. Further submitted that the Appellant has, at all times since the year 2017, participated openly in the public procurements of NGC/NTDC, the Distribution Companies and other public sector entities, and has been awarded and has successfully executed contracts and purchase orders of those very agencies. This long, open and unbroken course of dealing over nearly a decade is itself conclusive of the fact that no disability subsists. That being wholly aggrieved and dissatisfied by the impugned

decision dated 20.07.2026, and having no other efficacious remedy, the Appellant approaches this learned Committee, inter alia, upon the following grounds:-

A. THE GRIEVANCE REDRESSAL COMMITTEE HAS UPHELD THE DECLARATION OF NON-RESPONSIVENESS UPON A GROUND WHICH THE BID EVALUATION COMMITTEE NEVER ASSIGNED:

25. That the impugned decision suffers from a jurisdictional infirmity which goes to its very root. The learned Grievance Redressal Committee has, in terms, "upheld" the declaration of non-responsive status made by the Evaluation Committee. Yet the sole reason upon which it has done so, namely debarment by the Asian Development Bank, is a reason which the Evaluation Committee never gave, never recorded, and never applied.
26. That the office of a Grievance Redressal Committee under Rule 48 is to examine the legality of the act complained against, upon the reasons upon which that act was in fact founded. It is not the office of a grievance forum to go outside the record, to discover a fresh disqualification of its own, and then to sustain an evaluation upon a foundation which the evaluators themselves never laid. An order must stand or fall upon the reasons contemporaneously recorded in support of it, and reasons cannot be supplied afterwards by a reviewing forum in order to save a decision which is otherwise indefensible.
27. That the practical consequence of this course is stark. Of the five reasons actually assigned in the Technical Evaluation Report, the learned Committee has decided none. It has neither accepted nor rejected the Appellant's para-wise reply at Annex-1 to the letter dated 04.07.2026. It has substituted a sixth reason of its own making, and upon that sixth reason alone has dismissed the grievance in its entirety. The impugned

decision is therefore, in substance, no decision at all upon the grievance which was actually before it.

B. RULE 19(4) IS BY ITS OWN TERMS CO-TERMINUS WITH THE PERIOD DECLARED BY THE FOREIGN INSTITUTION, AND THAT PERIOD EXPIRED ON 28.02.2017:

28. That the only provision of the Public Procurement Rules, 2004 under which a debarment ordered by an international institution can have any domestic operation whatsoever is Rule 19(4). The said sub-rule reads verbatim as follows:

"(4) A bidder who has been declared blacklisted or debarred by a foreign country, international organization or other foreign institutions shall be treated as blacklisted and debarred from participating in any public procurement proceedings or entering into any public contract for such period as declared by that foreign country, international organizations or other foreign institutions:....."

29. That the words "for such period as declared" are the governing words of the sub-rule and they are decisive of this Appeal. The domestic disability created by Rule 19(4) is not open-ended, is not perpetual, and is not left to the estimation of a procuring agency. It is measured, precisely and exclusively, by the period which the foreign institution itself declared. It begins when that period begins and it ends when that period ends.

30. That the Asian Development Bank declared a period, and declared it with complete precision. The sanction letter dated 28.02.2013 states that the Appellant "shall be ineligible to participate in any ADB-financed, administered or supported activity for a minimum of four years from the date of this letter up to and including 28 February 2017". The declared period therefore ran from 28.02.2013 to 28.02.2017 and no further. The Asian Development Bank has reconfirmed that very period in writing at paragraph 2 of its letter dated 22.07.2026.

31. That it follows, upon the plain and unstrained language of Rule 19(4) itself, that any domestic treatment of the Appellant as blacklisted or debarred could only ever have subsisted up to 28.02.2017 and stood exhausted on that date. To treat the Appellant as debarred in the year 2026 is not an application of Rule 19(4); it is an extension of Rule 19(4) beyond the period which the Rule itself prescribes, and is therefore wholly without lawful authority.

32. That, further and in the alternative, the power of recognition and of examination under Rule 19(4) is vested in the Authority, and not in a procuring agency, an evaluation committee, or a grievance redressal committee. No procuring agency is invested with any power to declare, of its own motion, that a bidder stands debarred by reason of the act of a foreign institution. The learned Grievance Redressal Committee has arrogated to itself a power which the Rules confer upon another forum altogether.

C. THE APPELLANT IS NOT BLACKLISTED OR DEBARRED WITHIN THE MEANING OF THE PUBLIC PROCUREMENT RULES, 2004:

33. That the expression "blacklisted" is defined in Rule 2(1)(b) of the Public Procurement Rules, 2004 to mean "a bidder that is declared by the Authority untrustworthy" upon the grounds there specified. The definition fastens the character of blacklisting upon a declaration of the Authority. There exists no declaration of the Authority against the Appellant, and none is alleged.

34. That the expression "cross debarred" is separately defined in Rule 2(1)(fa) to mean "a bidder debarred by any procuring agency shall be considered as debarred by all the procuring agencies". The Asian Development Bank is not a procuring agency within the meaning of the Ordinance or the Rules. The

definition of cross debarment is therefore, on its own terms, inapplicable.

35. That blacklisting under Rule 19 is a punitive act of a defined legal character. It requires a mechanism devised in accordance with the regulations of the Authority, a specified time, a decision containing the grounds, communication to the Authority and to the bidder, and publicity by the Authority after examination of the record. It is not a status which may be inferred, presumed or improvised in the course of a bid evaluation.

36. That, as a matter of record, no procuring agency in Pakistan has ever blacklisted or debarred the Appellant. No show cause notice was ever issued to it, no hearing was ever held, no order was ever passed, no communication was ever made to the Authority, and the name of the Appellant does not appear upon the list of active blacklisted firms maintained and published by the Authority upon its own portal. This is a matter of public record verifiable by this learned Committee within minutes.

D. THE ELIGIBILITY CONDITION IN THE BIDDING DOCUMENTS IS REFERABLE TO THE POSITION AT THE TIME OF SUBMISSION OF BIDS:

37. That the eligibility condition upon which the impugned decision must, if at all, rest is Clause IB 3.1(a)(iii) of the Bid Data Sheet. That clause does not speak of debarment at large or at any time. It speaks, twice over and in express terms, of the position "at the time of submission of bids". That the time of submission of bids in the subject tender was 21.04.2026. On that date there was no subsisting declared period of ineligibility against the Appellant, the declared period having expired on 28.02.2017, more than nine years earlier. The Appellant accordingly satisfied Clause IB 3.1(a)(iii) on the date on which

that clause required it to be satisfied, and duly furnished the affidavit which the same clause prescribes.

38. That Rule 30(1) of the Public Procurement Rules, 2004 commands that all bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the prescribed bidding documents, and that no evaluation criteria shall be used for evaluation of bids that had not been specified in the bidding documents. By reading into Clause IB 3.1(a)(iii) a disability which the clause does not create, and by applying a temporal test which the clause does not prescribe, the learned Committee has applied a criterion outside the Bidding Documents in direct violation of Rule 30(1).

E. THE SUBJECT PROCUREMENT IS NOT ADB-FINANCED, ADMINISTERED OR SUPPORTED, AND ADB HAS ITSELF SO CONFIRMED IN WRITING:

39. That the sanction of the Asian Development Bank was, by its own express and repeated terms, confined to "any ADB-financed, administered or supported activity". It was not, and did not purport to be, a sanction upon participation in the domestic public procurements of the Islamic Republic of Pakistan.
40. That the subject procurement is admittedly not an ADB-financed, administered or supported activity. Clause IB 2.1 of the Bid Data Sheet records that the source of funding is "NGC's own Resources". The procurement is National Competitive Bidding conducted under the Public Procurement Rules, 2004. No loan, credit, grant or administration of the Asian Development Bank touches it at any point.
41. That the Asian Development Bank has now placed the matter beyond the reach of argument. At paragraph 11 of its letter dated 22.07.2026 it has stated, in terms and for clarity, that its debarment "does not, by itself, impose an ADB sanction on

Alamdard's participation in procurement activities that are not ADB-financed, administered, or supported". The learned Grievance Redressal Committee has therefore attributed to the Asian Development Bank a legal effect which the Asian Development Bank itself expressly disclaims.

42. That the said letter is dated 22.07.2026, two days after the impugned decision, and was therefore never before the learned Grievance Redressal Committee. It is a fresh and material document which goes to the very root of the sole ground upon which the grievance was rejected, and this learned Committee is respectfully requested to take it on record and to consider it.

F. THE ABSENCE OF FORMAL REINSTATEMENT IS NOT A SUBSISTING SANCTION OUTSIDE ADB-RELATED ACTIVITY:

43. That the Appellant does not conceal, and has never concealed, that its reinstatement within the ADB system has not yet been formally concluded. The Appellant applied for reinstatement in the year 2017 and has pursued the matter with the Asian Development Bank as the correspondence annexed as Annexure-M demonstrates.

44. That reinstatement, however, is an internal administrative step within the framework of the Asian Development Bank, and its office and effect are confined to restoring eligibility to participate in ADB-related activity. The sanction letter dated 28.02.2013 itself provided only that the Appellant "may request reinstatement in writing... at the end of the minimum period of ineligibility". Reinstatement neither extends, nor revives, nor preserves a declared period which has expired.

45. That to reason, as the learned Grievance Redressal Committee has reasoned, that a firm not yet formally reinstated is therefore "debarred" for the purposes of a domestic National Competitive Bidding is to commit a plain error of law. The two

propositions are distinct in every material respect. The Asian Development Bank has drawn that very distinction, in that very order, at paragraph 11 of its letter dated 22.07.2026.

G. THE IMPUGNED DECISION IS A NON-SPEAKING ORDER PASSED IN VIOLATION OF ARTICLE 10A OF THE CONSTITUTION:

46. That the decision as communicated to the Appellant vide dated 20.07.2026 consists of a single sentence conveying that the grievance petition has been found not acceptable. It contains no reasons whatsoever. It records no finding upon any of the five reasons assigned in the Technical Evaluation Report. It does not advert to the hearing of 03.07.2026, to the documents produced at that hearing, or to the detailed written clarification dated 04.07.2026.
47. That the obligation to give reasons is not a matter of form. Rule 48(6) requires the Grievance Redressal Committee to "investigate and decide upon the complaint", and a decision which discloses no reasons demonstrates no investigation. Rule 48(7) confers a right of appeal, and a right of appeal against an order which discloses no reasons is a right rendered illusory, because the appellant is compelled to guess at the case he must meet.
48. That such reasons as exist are found not in the decision at all but upon the e-PADS portal, and even those reasons dispose of one issue only out of the five which were actually before the learned Committee. An order which decides one ground and is silent upon four is not a decision upon the complaint within the meaning of Rule 48(6).
49. That the determination of the Appellant's eligibility to participate in public procurement is a determination of its civil rights and obligations. Article 10A of the Constitution of the Islamic Republic of Pakistan, 1973 guarantees due process in

such a determination, and Article 4 guarantees to every person the inalienable right to be dealt with in accordance with law. A non-speaking order upon a ground never put to the bidder in the evaluation report offends both.

H. THE DECISION WAS RENDERED BEYOND THE MANDATORY PERIOD PRESCRIBED BY RULE 48(6):

50. That Rule 48(6) of the Public Procurement Rules, 2004 provides in mandatory terms that "the GRC shall investigate and decide upon the complaint within ten days of its receipt".

51. That the complaint of the Appellant was received on 23.06.2026. The period of ten days expired on 03.07.2026, which was the very date on which the Appellant was heard. The impugned decision was rendered on 20.07.2026, on the twenty seventh day, and was communicated thereafter.

52. That the said default is not a mere irregularity of procedure. Rule 48(4) suspends the procurement proceedings upon the filing of a complaint against the technical evaluation report, and the ten-day period in Rule 48(6) is the corresponding legislative safeguard against the prolonged suspension of a public procurement. A procuring agency which disregards the period cannot thereafter rely upon its own decision as one rendered in accordance with law.

I. THE FIVE REASONS ACTUALLY ASSIGNED IN THE TECHNICAL EVALUATION REPORT ARE EACH UNTENABLE AND WERE NEVER ADJUDICATED:

53. That, without prejudice to the foregoing, and because the learned Grievance Redressal Committee has left them wholly undecided, the Appellant respectfully places before this learned Committee its answer to each of the five reasons assigned in the Technical Evaluation Report, all of which were placed before the learned Committee at Annex-1 to the letter dated 04.07.2026.

(i) Special Criteria under IB 3.1(b): That the Appellant possesses and produced evidence of piling work in river crossing under water flowing condition, having executed pile foundations with tie beams in the river at the Rasul Barrage crossing of the River Jhelum in the Domeli to Dinga Section under Contract No. 3217(R3) 1C Phase-II Lot-1 of the 500kV Transmission Line, ten (10) pile foundations having been constructed in the river of which two were in flowing water, the measurement sheets whereof were placed on record. Pile foundations with tie beams are, by their very nature and design, employed for river crossings. If the Bid Evaluation Committee entertained any doubt as to the sufficiency or currency of the evidence, the appropriate course under Clause IB 25.1 of the Bid Data Sheet and Rule 31 of the Public Procurement Rules, 2004 was to seek clarification, and not to declare the bid non-responsive without a word of enquiry.

(ii) Bank certificate in the financial capability forms: That the criterion prescribed at Clause IB 3.1(b)(3)(iii) of the Bid Data Sheet requires the Bidder to demonstrate "access to, or availability of, financial resources such as liquid assets, lines of credit (issued specifically for the project), and other financial means" to meet a cash flow demand assessed at PKR 200 Million. The criterion is disjunctive. It does not require that the line of credit alone equal the whole of the figure. The Appellant demonstrated bank financing of PKR 138 Million together with liquid assets and other financial means which, taken cumulatively as the clause requires, satisfy the criterion. No discrepancy exists between the figures stated in the qualification form and the bank letter, the bank letter having additionally referred to anticipated projects.

(iii) Proposed Construction Schedule: That the Proposed Construction Schedule was in fact submitted with the Technical Bid at Appendix-E to Bid, and the finding of non-provision is contrary to the record. It is further submitted that Appendix-A to Bid read with Sub-Clause 14.1 of the Conditions of Contract itself contemplates that the detailed programme is to be furnished within thirty (30) days from the date of receipt of the Letter of Acceptance, that is, after award.

(iv) Integrity Pact: That the Integrity Pact was in fact submitted with the Technical Bid at Appendix-O to Bid, duly signed and stamped, and the finding of non-provision is contrary to the record.

(v) PEC Licence: That Clause IB 3.1(a)(i) of the Bid Data Sheet requires that the Bidder "shall be duly licensed by the Pakistan Engineering Council (PEC) minimum in the category C-4 or had applied for renewal of license before submission of its bid". The clause is expressly framed in the alternative. The Appellant holds a PEC licence in Category CA, the highest category carrying no limit of construction cost, being a category far in excess of the minimum C-4 prescribed, and furnished with its bid proof of payment of the renewal fee made before the submission of its bid. The Appellant therefore falls squarely within the second limb of the clause.

54. That not one of the above five matters was decided by the learned Grievance Redressal Committee. Rule 35 of the Public Procurement Rules, 2004 requires the announcement of the evaluation report "giving justification for acceptance or rejection of bids", and Rule 48(6) requires the Grievance Redressal Committee to investigate and decide upon the complaint. Neither obligation has been discharged.

J. TWO DIVERGENT VERSIONS OF THE TECHNICAL EVALUATION REPORT EXIST UPON THE RECORD:

55. That there exist upon the record two versions of the Technical Evaluation Report for the very same tender. In one version, the entry against the Appellant in the column of remarks reads simply "Non-Responsive" and discloses no reason whatsoever. In the other version, three reasons are set out. The Appellant respectfully submits that a Technical Evaluation Report which discloses no reason does not answer the requirement of Rule 35 at all, and that the existence of two divergent versions of the same statutory report is itself a matter which merits the examination of this learned Committee, and the record whereof may be requisitioned from Respondent No. 1.

K. A PERPETUAL DISQUALIFICATION IS UNKNOWN TO THE PUBLIC PROCUREMENT RULES, 2004:

56. That the effect of the impugned decision is to convert a time-bound sanction of four years, imposed in 2013 and exhausted

in 2017, into a disqualification without end. The Public Procurement Rules, 2004 know of no such thing. Rule 19(1) prescribes strict maximum periods for every category of default: not more than ten (10) years for corrupt and fraudulent practices, not more than three (03) years for failure to perform contractual obligations, and not more than six (06) months for failure to abide by a bid securing declaration.

57. That even upon the most adverse assumption against the Appellant, and assuming without conceding that the sanction of 28.02.2013 could ever have been given full domestic effect at the highest available measure, the longest period conceivable under the domestic regime would have expired on 27.02.2023, more than three years before the submission of the bid in the subject tender. Upon no arithmetic and under no provision of law can any disability be said to subsist in the year 2026.

58. That the doctrine of proportionality requires that the duration of a debarment bear a rational relation to the default. A sanction served in full is a debt discharged. To visit the Appellant, in 2026, with the consequences of a penalty which ran its course in 2017 is to punish it twice over for the same alleged conduct, contrary to the maxim *nemo debet bis vexari pro una et eadem causa*, and to inflict a civil death which no forum is competent to inflict.

L. THE IMPUGNED DECISION OFFENDS THE FUNDAMENTAL RIGHTS OF THE APPELLANT AND THE PRINCIPLES OF PROCUREMENT:

59. That Article 18 of the Constitution of the Islamic Republic of Pakistan, 1973 guarantees to every citizen the right to enter upon any lawful profession or occupation and to conduct any lawful trade or business. Participation in public tenders is an integral facet of that freedom. Exclusion from public

procurement upon the basis of an expired sanction is a direct and continuing abridgment of that right.

60. That Article 25 guarantees equality before law and the equal protection of law. The Appellant alone among five bidders has been excluded, and excluded upon a ground applied to no other bidder and disclosed in no evaluation report.

61. That Rule 4 of the Public Procurement Rules, 2004 requires procurements to be conducted in a fair and transparent manner and to bring value for money. Rule 32 forbids the introduction of any condition which discriminates between bidders. The impugned decision satisfies none of these requirements, and its practical result is to reduce competition in a procurement of national importance by excluding an experienced and qualified contractor upon an untenable ground.

M. THE ACT COMPLAINED OF AMOUNTS TO MIS-PROCUREMENT:

62. That Rule 50 of the Public Procurement Rules, 2004 provides that any unauthorised breach of the said Rules shall amount to mis-procurement. The breaches of Rules 4, 30(1), 31, 32, 35, 48(4) and 48(6) set out above, taken singly or cumulatively, squarely attract the said Rule, and the Appellant respectfully leaves the matter to the wisdom of this learned Committee.

N. ADDITIONAL GROUNDS:

63. That the Appellant respectfully seeks leave of this learned Committee to raise such further and other grounds, and to place such further documents and case law upon the record, as may become necessary at or before the hearing of this Appeal, and to rely upon the record of the procurement proceedings which may be requisitioned from Respondent No. 1 under Clause IB 37.7 of the Bid Data Sheet.

64. The learned counsel for the Respondents (NGC) submitted that the instant Written Response is being filed by the authorized representative of the Respondents in response to Appeal No. PPRA/AP-52/2026, preferred under Rule 48(7) of the Public Procurement Rules, 2004. That, the Appellant has, through the instant Appeal, assailed the decision of the Grievance Redressal Committee communicated vide letter No. DG/P/M(P)/TLC/994-1000 dated 20.07.2026, whereby its grievance against the Technical Evaluation Report in Tender No. TLC-27-2026 was rejected and its declaration as technically non-responsive was upheld.

65. Further submitted that by way of background, the Respondent No. 1 floated Tender No. TLC-27-2026, the relevant Bidding Documents for construction and completion of civil works, erection, stringing, testing and commissioning for rehabilitation of the existing 220kV Double Circuit Twin Bundle Chashma-Bannu Transmission Line from Tower No. 54 to 59, under NGC's own resources, through National Competitive Bidding on the single stage, two envelope procedure.

66. Further submitted that Clause IB 3.1(a) of the Bid Data Sheet prescribed the eligibility requirements of the Tender. Sub-clause (iii) thereof provides that the Bidder shall not be blacklisted by NGC(NTDC)/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids", that "[the Bidder should provide details of previous black listing, if any", and that an affidavit to that effect is to be provided. Pertinently, items (e) and (1) of the documents comprising the Technical Bid, enumerated in Section-II of the Bid Data Sheet, require that affidavit and, further, "an Affidavit that the Bidder has read and accepts NTDC's SOP for

blacklisting of Contractors" (the said Standard Operating Procedure being hereinafter referred to as the "SOP";

67. Further submitted that moreover, the Clause IB 3.1(b) of the Bid Data Sheet provides that the prescribed Appendices "should be completed as per prescribed format and submitted along with required attachments", that "[the missing or incomplete information/ documents may render the bid substantially non-responsive", and that in the regard, the Employer does not have an obligation to request any document/ certificates".

68. Further submitted that the Asian Development Bank, through its Office of Anticorruption and Integrity (hereinafter referred to as "OAI"), vide letter Ref. OAI/02.13/13-0216-JB dated 28.02.2013, recorded the determination of ADB's Integrity Oversight Committee that the Appellant "violated ADB's Anticorruption Policy by engaging in fraudulent practices through the submission of a falsified bid security to win a contract for the procurement of power transmission equipment financed under the Project" (Loan 2289-PAK). Importantly, the Sanction records that:

a. the Appellant "shall be ineligible to participate in any ADB-financed, administered or supported activity for a minimum of four years from the date of this letter up to and including 28 February 2017";

b. the Appellant "will be placed on ADB's sanctions list which is accessible by ADB staff, its Board of Directors, executing/implementing agencies, government agencies, other multilateral development banks (MDBs)...", and that "in this case, ADB will also inform National Transmission & Dispatch Company Ltd (NTDC) of the sanction"; and

c. the Appellant "may request reinstatement in writing, addressed to the Director, Office of Anticorruption and Integrity, at the end of the minimum period of ineligibility".

69. Further submitted that as further appears from the record, the Appellant's appeal against the Sanction was not entertained, and its 2017 request for reinstatement was never concluded. Furthermore, after the Appellant disclosed on 01.07.2025 that it had bid for an ADB-financed contract, OAI opened an investigation into its potential violation of the debarment, which remains pending.

70. Further submitted that the technical bids in the Tender were opened on 21.04.2026. The Appellant furnished the affidavits required under Clause IB 3.1(a)(iii), and furnished no details of previous blacklisting or debarment. The technical evaluation results were published on 18.06.2026, declaring four bidders responsive and the Appellant alone non-responsive on five grounds, namely non-fulfilment of the Special Criteria under Clause 1B 3.1(b)(1), an invalid bank certificate in the Financial Capabilities form, non-provision of the Proposed Construction Schedule at Appendix-E to Bid, non-provision of the Integrity Pact at Appendix-O to Bid, and non-provision of a valid PEC licence. Pertinently, the Bid Evaluation Committee also recorded that "several other deficiencies were identified during the technical evaluation".

71. Further submitted that the Appellant lodged grievance under Rule 48 vide letter No. AEL/NTDC/26/06/4409 dated 23.06.2026. The GRC, duly constituted, issued Notice of Hearing No. EBA/NGC/T-1/514-518 dated 01.07.2026. That, the hearing was held on 03.07.2026 and was attended by the Appellant. During the hearing, the GRC put to the Appellant the question of its eligibility in view of the record of its ADB debarment then available with NGC, heard it upon that question, and required its written position. The Appellant answered vide letter No. AEL/NTDC/26/07/4413 dated 04.07.2026, dealing with the five reasons of non-

responsiveness and with the debarment, and took no objection to the eligibility question being considered.

72. Further submitted that importantly, in the said letter dated 04.07.2026 the Appellant asserted that "[no show cause notice, no blacklisting proceeding, no debarment proceeding, and no integrity proceeding of any nature is pending against the Bidder before any forum, domestic or international", and that "there exists no official publication, notification, or listing, whether by ADB or by PPRA, declaring the Bidder sanctioned, debarred, or blacklisted as of today". By the same letter, the Appellant prayed that the GRC "declare the Bidder's technical bid responsive and direct that it be carried forward to the financial evaluation stage alongside the other responsive bidders".

73. Further submitted that the GRC considered the grievance petition, the Bidding Documents, the Technical Evaluation Report, the reply of the Bid Evaluation Committee and the submissions of the parties, and rendered its reasoned report. It held that the Appellant is ineligible owing to its debarment by ADB, that this is "a fundamental issue of bidder eligibility, which cannot be rectified through post-bid clarification", and that the declaration of non-responsiveness stands upheld.

74. Further submitted that ADB replied to the Appellant's letter dated 14.07.2026 vide letter Ref. OAI/02.10/26-0353-SM dated 22.07.2026, that is, two days after the Impugned Decision. As such, that letter was not before the GRC. That, at the outset, the jurisdiction exercised by this learned Authority under Rule 48(7) is supervisory and corrective, confined to examining whether the GRC acted in conformity with the procurement regulatory framework and the Bidding Documents. This learned Authority does not sit as a bid evaluation body. The Appeal discloses no illegality, no

misapplication of the disclosed criteria and no jurisdictional error. That, the Appeal proceeds upon the premise that the period declared by ADB expired on 28.02.2017. However, Rule 19(4) of the 2004 Rules attaches the domestic disability "for such period as declared by that foreign country, international organizations or other foreign institutions". As such, ADB declared a minimum of four years, at the end of which the Appellant became entitled to request reinstatement, whereas reinstatement has never been granted, and the period so declared has therefore not run out.

75. Further submitted that ADB has stated the position itself, at paragraph 11 of the letter dated 22.07.2026 which the Appellant has placed on the record: "Although Alamdar's minimum debarment period expired on 28 February 2017, Alamdar remains ineligible to participate in any ADB-related activity unless and until ADB reinstates its eligibility."

76. Further submitted that moreover, the Appellant has described its own position in the same terms. In its letter to ADB dated 14.07.2026, the Appellant referred to "the indefinite debarment maintained by ADB" and complained that its name appears on "ADB's internally maintained debarment list". It is pertinent to mention that this learned Authority has already decided the question, upon the same ADB debarment and against the same Appellant. In M/s Alamdar Engineering (Pvt.) Ltd. v. Chief Engineer (Development), QESCO, Appeal No. PPRA/AP-16/2026, decided on 16.06.2026, it observed at paragraph 54 that:-

"Such debarment remains effective unless and until reinstatement is expressly granted by the ADB, and no such reinstatement had been granted up to the date of submission of the bid in the instant procurement process",

77. Further submitted that the Appellant's second contention rests upon the closing sentence of paragraph 11 of ADB's letter, which records that ADB's debarment does not, by itself, impose an ADB sanction upon activity that is not ADB-financed, administered or supported. That sentence describes the reach of ADB's own sanctions regime. The domestic disability, however, arises from Rule 19(4), which attaches a domestic consequence to the fact of a foreign declaration.

78. Further submitted that crucially, the very contention now advanced stands rejected in *Pinggao-Akay Transmark Joint Venture v. Public Procurement Regulatory Authority*, wherein ADB had likewise clarified that its debarment was not a cross-debarment and did not extend beyond ADB-funded projects. The honourable Islamabad High Court held that "any debarment imposed by the ADB pursuant to its own procurement projects is applicable within Pakistan under Rule 19(4) of the PP Rules, 2004"; that "once a bidder is debarred under Rule 19(4) of the PP Rules, 2004, it is deemed cross-debarred"; that the language of Rule 19(4) "is both clear and mandatory"; and that "this rule leaves no room for discretion". Resultantly, the source of funding of the subject procurement is immaterial, and the Appellant's reliance upon Clause IB 2.1 of the Bid Data Sheet, is not attracted.

79. Further submitted that the same judgment further holds, at paragraph 13, that "Rule 19(2) of the PP Rules, 2004 only requires that debarment decisions be communicated to the Authority and it does not mandate an independent order by the procuring agency", and that where the ADB debarment is brought to notice and admitted, "the petitioner was already disqualified under Rule 19(4) of the PP Rules, 2004, making further formal action by Respondent No. 2 unnecessary". Pertinently, the definitions relied upon by the Appellant govern blacklisting under Rule 19(1) to 19(3), whereas Rule 19(4)

operates upon a declaration made by a foreign institution and requires neither publication nor endorsement nor a fresh domestic order.

80. Further submitted that, eligibility must be satisfied at the time of submission of bids and must subsist throughout the procurement process. However, on 21.04.2026 the Appellant stood unrein-stated, as it stands today. Furthermore, a statutory disqualification operating by force of law in every public procurement is not an evaluation criterion requiring separate specification. In any event, the GRC has recorded that the SOP "was expressly incorporated into the subject tender under the eligibility criteria contained in Clause No IB 3.1 (a), Section II", which SOP has been accepted by the Appellant upon its own affidavit.

81. Further submitted that independently of the foregoing, the Appellant's bid was liable to rejection on the ground of non-disclosure. Clause IB 3.1(a)(iii) obliged the Appellant to provide "details of previous black listing, if any". However, the Appellant furnished an affidavit that it was not blacklisted by any Donor Agency. In this regard, this learned Authority has held, of a materially identical declaration made by this very Appellant to QESCO on 26.12.2025, that it "was contrary to the spirit and intent of Rule 19(4) of the Public Procurement Rules, 2004, and amounted to a material misrepresentation on the part of the Appellant".

82. Further submitted that, importantly, the assertions made by the Appellant to the GRC on 04.07.2026, are contradicted by the ADB's letter dated 22.07.2026, which records, at paragraphs 5, 6 and 10, that the reinstatement request of 2017 "was not completed"; that, after the Appellant disclosed on 01.07.2025 its participation in bidding for an ADB-financed contract, "OAI initiated an investigation into Alamdar's

potential violation of debarment"; and that "OAI is continuing its review". At paragraph 2 it records the placement of the Appellant upon ADB's sanctions list, accessible to executing and implementing agencies. Pertinently, the Appellant was aware of all of this when it addressed the GRC, its own letter to ADB dated 14.07.2026 opening with a reference to "our pending reinstatement application and the related investigation".

83. Further submitted that, moreover, the Appeal reproduces paragraphs 2 and 11 of ADB's letter, makes no mention of paragraphs 5, 6 and 10, and is verified upon affidavit that "nothing has been concealed". The Appellant thus seeks discretionary relief upon a document it has placed before this learned Authority only in part. As such, it does not come with clean hands.

84. Further submitted that the requirements of natural justice were satisfied in substances the eligibility question was disclosed at the hearing, the Appellant was heard upon it, who answered it at length in writing, and raised no objection thereto. That the reasons of the GRC were recorded contemporaneously in the GRC Report, were displayed upon e-PADS, and are placed before this learned Authority herewith. Resultantly, no breach of Article 10A or Article 4 of the Constitution arises upon a determination made after notice and hearing.

85. Further submitted that furthermore, prayers (b) and (c) of the Appeal seek relief outside Rule 48(7). An appeal under that sub-rule lies against the decision of a GRC in a particular procurement, and not for a declaration as to a bidder's status "in any other domestic public procurement". Moreover, the proviso to Rule 19(4) reserves the power to review and examine such a case, in respect of public sector entities, to the Board

upon evaluations made by the Authority, and that power cannot be exercised collaterally at the instance of a bidder in an appeal against a technical evaluation.

86. Further submitted that it is denied that the source of funding bears upon Rule 19(4). Furthermore, it is denied that Clause IB 3.1(a)(iii) is the only provision bearing upon eligibility, as the Appellant has omitted all reference to the affidavit accepting the SOP required by the same clause. It is vehemently denied that the Appellant acted "with complete candour and without concealment of any kind". It is specifically denied that the declared period expired on 28.02.2017, as the Sanction declared a minimum period of four years and reinstatement has never been granted thereafter. The reasons of the GRC were recorded in the GRC Report and displayed upon e-PADS; the objection founded upon Rule 48(6) is answered hereinabove. It is further denied that the said ADB reply assists the Appellant.

87. Further submitted that participation in, or the award of, other procurements confer no immunity from a statutory disqualification, and there is no estoppel against the law. In any event, the Appellant's exclusion in the SEPCO and QESCO procurements upon related grounds is a matter of record.

88. Further submitted that ADB declared a minimum period, which reinstatement alone can bring to an end, and ADB has confirmed in writing that it has not done so. Rule 19(4) operates independently of Rule 19(1) to 19(3) and of the definitions relied upon, and requires neither a declaration by the Authority nor an order of a procuring agency. Eligibility was, and remains, absent. That the subject procurement is financed from NGC's own resources is immaterial to Rule 19(4), and the contrary contention stands rejected by the honorable Islamabad High Court. Importantly, the absence of

reinstatement is precisely what keeps the declared period running, upon ADB's own statement at paragraph 11 of its letter dated 22.07.2026. Moreover, the content of the preliminary submissions and objections are reiterated. No perpetual disqualification has been imposed: the disability runs with the period declared by ADB, and it lies within the Appellant's own power to end that period by obtaining reinstatement.

89. Further submitted that the Appellant was afforded ample and reasonable opportunity to submit its response and explain its position regarding the proposed debarment. It is pertinent to note that the Appellant was not originally declared non-responsive by the Bid Evaluation Committee on the ground of debarment.

90. Further submitted that at the time of submission of its bid, i.e., on 21-04-2026, the Appellant, M/s Alamadar Engineering (Pvt) Ltd., submitted an Affidavit on oath expressly affirming and undertaking as follows:

“We M/s Alamadar Engineering Pvt Ltd., participating in bidding of NTDC Tender No. TLC-27-2026 for ‘Construction and completion of Civil Works, Erection, Stringing, Testing & Commissioning for Rehabilitation of existing 220kV Double Circuit Twin Bundle Chashma-Bannu Transmission Line from Tower No. 54 to 59,’ do hereby affirm and undertake that we are not under liquidation/blacklisting by WAPDA/NTDC/DISCOs or any other government department or international donor agency at the time of submission of our bid, i.e., 21-04-2026.”

91. The aforesaid undertaking was made by the Appellant on oath and constitutes a specific representation concerning its status as of the date of bid submission. Accordingly, the Appellant was not only aware of the requirement relating to debarment/blacklisting but also expressly represented and undertook that it was not blacklisted by WAPDA, NTDC,

DISCOs, any other government department, or an international donor agency at the relevant time.

92. In these circumstances, the Appellant cannot reasonably contend that it was denied an opportunity to explain or respond to the issue of debarment. The record demonstrates that the Appellant was afforded an opportunity to present its position, while its own sworn undertaking is also relevant to the determination of the matter.

93. Further submitted that the Asian Development Bank (ADB) vide its letter dated 28-02-2013, has stated:

Asian Development Bank's (ADB) Integrity Oversight Committee (IOC) determined that Alamdar violated ADB's Anticorruption Policy by engaging in fraudulent practices through the submission of a falsified bid security to win a contract for the procurement of power transmission equipment financed under the Project. After considering all aspects of this case, the IOC determined that Alamdar shall be ineligible to participate in any ADB-financed, administered or supported activity for a minimum period of four years from the date of this letter up to and including 28 February 2017. This sanction is effective immediately.

94. Further submitted that ADB vide its letter dated 22-07-2026, stated:

In OAI's communications with Alamdar between October 2015 and December 2015 regarding its request to suspend the remaining debarment period, OAI explained that Alamdar's reinstatement could be considered only at the end of its minimum period of ineligibility. OAI further advised that Alamdar should submit a written request for reinstatement explaining the basis for reinstatement, including the actions taken to prevent recurrence of the integrity violation. OAI also explained that following its assessment, OAI would determine whether Alamdar should be reinstated or should remain ineligible.

95. M/s Alamdar submitted a reinstatement request in 2017, but the process was not completed because OAI had not received sufficient information confirming Mr. Raza Saleem's separation

from the firm. This information was requested in OAI's letter dated 9 May 2017 to Alamdar. Given that Mr. Saleem debarment extends to any firm in which he has principal interest, Alamdar could not be reinstated if he remained ineligible and connected with Alamdar.

96. After disclosing on 1 July 2025 that it had participated in the bidding for an ADB-financed contract, Alamdar provided documents on 8 July 2025 indicating that Mr. Saleem had separated from Alamdar in 2012 and was no longer a director or shareholder. In view of Alamdar's participation in the bidding while debarred by ADB, OAI initiated an investigation into Alamdar's potential violation of debarment (the 'Investigation'). On 16 March 2026, OAI advised Alamdar that the review of reinstatement request is conducted under a separate administrative process and does not form part of the investigation.

97. Further submitted that Articles 18 and 25 of the Constitution confer no right to participate in public procurement in disregard of a statutory disqualification. No breach of the PP Rules, 2004 has been established, and no case of misprocurement under Rule 50 arises, hence request for dismissal of the instant appeal.

98. The instant Appeal preferred by M/s Alamdar Engineering (Pvt.) Limited ("the Appellant") under Rule 48(7) of the Public Procurement Rules, 2004, calling in question the decision of the Grievance Redressal Committee ("GRC") dated 20.07.2026, whereby the grievance petition of the Appellant against its declaration as technically non-responsive in Tender No. TLC-27-2026 was rejected and the decision of the Bid Evaluation Committee was upheld.

99. The Appellate Committee heard the learned counsels and representatives of the parties and carefully examined the Memorandum of Appeal, written response and para-wise comments, the impugned decision of the GRC, the Technical Evaluation Report, the relevant Bidding Documents, the correspondence exchanged between the parties and ADB, and the applicable provisions of the Public Procurement Rules, 2004.

100. In terms of Rule 19 (4) of the Public Procurement Rules, 2004, which states:

A bidder who has been declared blacklisted or debarred by a foreign country, international organization or other foreign institutions shall be treated as blacklisted and debarred from participating in any public procurement proceedings or entering into any public contract for such period as declared by that foreign country, international organizations or other foreign institutions.

101. Clause IB 37.5 of the Bid Data Sheet of Bidding Document No. TLC-27-2026 provides:

"37.5 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee."

102. Sub-clause 3.1 a (iii), Section II, Bid Data Sheet, states:

"The Bidder shall not be by blacklisted NGC(NTDC)/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids. The Bidder should provide details of previous black listing, if any. An affidavit is to be provided by the Bidder that the Bidder is not black listed by NGC(NTDC)/WAPDA/DISCOs/any Government/Public department/Donor Agencies at the time of submission of bids..."

103. The Asian Development Bank (ADB) vide its letter dated 28-02-2013, has stated:

Asian Development Bank's (ADB) Integrity Oversight Committee (IOC) determined that Alamdar violated ADB's Anticorruption Policy by engaging in fraudulent practices through the submission of a falsified bid security to win a contract for the procurement of power transmission equipment financed under the Project. After considering all aspects of this case, the IOC determined that Alamdar shall be ineligible to participate in any ADB-financed, administered or supported activity for a minimum period of four years from the date of this letter up to and including 28 February 2017. This sanction is effective immediately.

".....Alamdar may request reinstatement in writing, addressed to the Director, Office of Anticorruption and Integrity, at the end of the minimum period of ineligibility..."

104. The Asian Development Bank (ADB) vide its letter dated 22-07-2026, has stated:

With respect to Alamdar's request for reinstatement, OAI's assessment includes determining whether Alamdar has engaged in further integrity violations. Any decision on reinstatement will therefore depend on the outcome of the ongoing investigation. Although Alamdar's minimum debarment period expired on 28 February 2017, Alamdar remains ineligible to participate in any ADB-related activity unless and until ADB reinstates its eligibility. For clarity, ADB's debarment does not, by itself, impose an ADB sanction on Alamdar's participation in procurement activities that are not ADB-financed, administered, or supported.

105. At the outset, the Appellate Committee ("the Committee") observed that the ADB sanction dated 28.02.2013, which prescribed a minimum period of ineligibility ending on 28.02.2017, expired in respect of its expressly declared period on the said date. Although ADB, vide its letter dated 22.07.2026, has confirmed that the Appellant remains ineligible for ADB-financed, administered or supported activities unless and until reinstated by ADB, the same communication expressly clarifies that such debarment does

not, by itself, impose an ADB sanction upon procurement activities which are not ADB-financed, administered or supported. Since the subject procurement is financed from NGC's own resources, and is neither financed, administered nor supported by ADB, the continued non-reinstatement of the Appellant within the ADB regime cannot, by itself, revive or indefinitely extend the domestic effect of the expired sanction.

106. The Committee also observed that, in terms of Rule 19(4) of the Public Procurement Rules, 2004, which gives domestic effect to a foreign debarment for such period as declared by the relevant foreign institution, the historical ADB sanction, in the absence of any subsisting declaration applicable to the subject procurement, cannot by itself constitute a continuing domestic bar against the Appellant.

107. The Appellate Committee further observed that as per the intent and spirit of Rule 19(4) of the Public Procurement Rules, 2004, blacklisting / debarment does not itself prescribe an independent or indefinite period of domestic debarment. Its operation is expressly linked to the period declared by the foreign country, international organization or foreign institution. Therefore, once the period expressly declared by ADB expired, the bidder could not be treated as blacklisted or debarred for participating in the domestic procurement under Rule 19(4) of the Public Procurement Rules, 2004. Any question of the Appellant's reinstatement or eligibility within the ADB system is an administrative matter and shall remain within the exclusive jurisdiction and competence of the ADB under its applicable policies and procedures.

108. For the foregoing reasons and upon cumulative consideration of the record, the instant Appeal is allowed. The decision of the Grievance Redressal Committee ("GRC") dated 20.07.2026, to the extent whereby the historical ADB debarment/ineligibility

of M/s Alamdar Engineering (Pvt.) Limited ("the Appellant") was treated, by itself, as a continuing and automatic bar to its participation in Tender No. TLC-27-2026, is hereby *set aside*.

109. The instant matter is referred back to the Procuring Agency for re-evaluation of the bids strictly in accordance with the Public Procurement Rules, 2004 and the terms and conditions of the Bidding Documents. The Procuring Agency shall re-examine the Appellant's bid against the requirements expressly stipulated in the Bidding Documents, including Clause IB 3.1(a)(iii), and determine, on the basis of the record and applicable statutory provisions.

110. For what the reasons and observations mentioned above, the appeal in hand is hereby *allowed*.


(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: 29th September, 2026

Each page of the order has been signed by all members of the Committee. The order comprises thirty-seven (37) pages.



