



No. PPRA/AP-12(III)/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 Siemens (Pakistan) Engineering Co. Ltd.

...the "Appellant"

Vs.

National Grid Company of Pakistan Ltd. (formerly NTDCL) & Another

...the "Respondents"

Date of Hearing 06.05.2026	Syed Hussain Raza (Counsel), Mr. Shamyil Rizwan (Counsel), Mr. Ahmad Faraz Khan (Manager) (On behalf of Appellant) Mr. Ali Akbar Naqvi (Counsel), Mr. Abdullah Iltaf Cheema (Counsel), Mr. Muhammad Rizwan, Ch. Sajjad Jahangeer, Mr. Hummad Ahmed (On behalf of Respondent No. 2 (i.e., NTDCL)) No one appeared on behalf of M/s TBEA Company Limited (On behalf of Respondent No. 3 (i.e., TBEA Co. Ltd.))
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APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004
AGAINST LETTER DATED 14-01-2026 [Lot-III Arifwala]

The Authority received an Appeal filed by M/s Siemens (Pakistan) Engineering Co. Limited through its authorised representative Mr. Ahmad Faraz Khan "the Appellant" on 12.02.2026 under Rule 48(7) of the Public Procurement Rules, 2004. The Authority on receipt of the Appeal issued notices to M/s Siemens (Pakistan) Engineering Co. Limited ("Appellant"); National Grid Company of Pakistan Limited (formerly NTDCL); and M/s TBEA Company Limited (the "Respondent"), wherein it was directed to appear in person or through their nominated

representatives or Counsel before the Authority on 06.05.2026 before the Appellate Committee in the Committee Room of Public Procurement Regulatory Authority (PPRA).

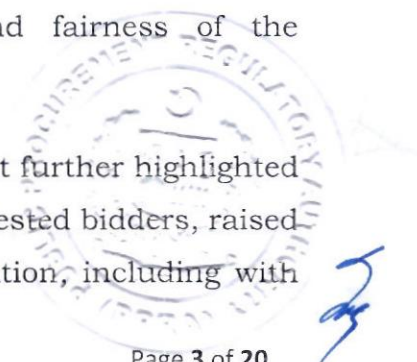
2. On the said date of hearing (06.05.2026), the representatives of the parties, i.e. M/s Siemens (Pakistan) Engineering Co. Limited "Appellant"; National Grid Company of Pakistan Limited "Respondent" appeared before the Committee and presented their arguments at length. The Respondents provided written arguments to the Committee.

3. The representative of the Appellant submitted that the National Grid Company (NGC) floated a tender for the procurement of Control, Protection, and Metering Systems, together with Allied Services, for the 500Kv Vehari, 500Kv Sialkot, and 220Kv Arif Wala substations of the NGC, under Tender No. AFD-09-2024, through a Single Stage, One Envelope tendering process. The same comprised three distinct lots, namely Vehari (Lot-1), Sialkot (Lot-II), and Arif Wala (Lot-III). Three bidders participated in the tendering process, namely Siemens Pakistan, TBEA Company Limited, China (TBEA), and a Turkish Contractor Messrs Koztek Electrical and Energy Tehnologies Turkey. Further added that the bids were opened and, as reflected in the Evaluation Report, of the three bidders, only two bidders, namely Siemens Pakistan and TBEA, were found to be responsive. As is evident from the Evaluation Report, M/s TBEA quoted a substantially lower price than Siemens Pakistan's bid price. Given Siemen's Pakistan extensive experience in projects of a similar nature, such a significant price differential gave rise to serious and reasonable concerns as to whether TBEA's bid met the requirements of the bidding documents without any material deviation, reservation, or omission, as contemplated under Clause 29 of the Instruction to Bidders, particularly in the context of the scope and technical requirements of the Project. Siemens Pakistan thereafter undertook an extensive review and analysis of

the bid documents, including seeking expert advice, in order to ascertain the reasons for the significant price differential reflected in the Evaluation Report.

4. The representative of the Appellant further submitted that Clause 29 of Section I (Instruction to Bidders) of the Tender Documents provides the criteria for the determination of "Responsiveness" and provides that a substantially responsive bid is one that meets the requirements of the bidding documents without any material deviation, reservation, or omission. Clause 29 further provides that a material deviation, reservation, or omission is one which, if accepted, would (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services under the Contract, or limit in any substantial way (inconsistent with the Bidding Documents) the purchaser's rights or the bidder's obligations under the proposed contract; or (ii) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids. Further argued that in terms of NTDC Specification P204:2022 (Draft), issued with and forming part of the Tender Documents, it was expressly stipulated under Clause 1.3.2 that the Main-I and Main-II protection relays shall have different operating algorithms and shall be of different make and type. A plain reading of Clause 1.3.2 makes it evident that the protection relays were required not only to have (i) different operating algorithms but, significantly, (ii) also to be of a different make and (iii) type. Any failure to comply with this requirement, ex facie, constitutes a violation of the technical specifications prescribed in the Tender Documents and constitutes a material deviation therefrom, with a direct and adverse impact on the transparency and fairness of the procurement process.

5. The representative of the Appellant further highlighted that Siemens Pakistan along with other interested bidders, raised various queries and sought further clarification, including with



respect to Clause 1.3.2 of NTDC Specification P-204:2022 (DRAFT). These clarifications were examined and deliberated by a high-level technical committee of the NGC, namely the Specification Review Committee (SRC), comprising various General Managers, who undertook an extensive review of the Specifications to ensure consistency and compliance with the tender documents. Following multiple rounds of discussions and clarifications, the position was once again expressly reaffirmed by NGC under the NTDC Specification P-204:2025 (Draft), shared under cover of NGCs email dated 12-05-2025, as well as the Final/Approved NTDC Specification P-204:2025, wherein, it was confirmed that the protection relays for Main-I and Main-II protection functions shall be of different make and type. Similarly, NGCs response to bidder queries / comments, shared under the cover of the same email, also reaffirmed that the requirements for different makes and types meant that protection relays would be sourced from different manufacturers or OEMs. Further added that during extensive technical and commercial analysis of the Tender Documents, Siemens Pakistan identified two key components (forming a significant portion of the technical requirements and scope of work) having a material impact on the bid price, namely: (i) protection relays; and (ii) cyber security.

6. The representative of the Appellant further contended that the relevant tender requirement relating to protection relays has already been explained, the Cyber Security requirements forming part of the technical scope are provided in Clause 5.11 of NTDC Specification P204:2022 (Draft) which were reaffirmed in the draft and final / approved NTDC Specifications P204:2025 (collectively referred to as NTDC Specification P-204). Further added that being aggrieved and dissatisfied, Siemens Pakistan approached the GRC under Rule 48 of the PPRA Rules by way of an application dated 06-11-2025, wherein, it highlighted the above concerns and a hearing notice was issued in the matter. At the hearing held on 17-12-2025, a representative of the

Evaluation Committee acknowledged that TBEA had offered protection relays of "GE" make for both Main-I and Main-II protection functions, thereby confirming that TBEAs bid was in violation of the mandatory requirements prescribed under Clause 1.3.2 of the NTDC Specification P-204, and therefore, in breach of the responsive criteria set out in Clause 29 of the ITB/Tender Documents. As regards the Cyber Security compliance, during the course of hearing, it came to light that TBEA had, post-bid, provided an undertaking to NTDC viz. ensuring compliance with the Clause 5.11. Despite the acknowledged deviation from the Tender requirements, the GRC failed to properly adjudicate the matter (i.e., did not address the main issues viz. TBEA in its bid as highlighted by Siemens Pakistan) and issued the impugned order in direct contravention of the Tender Specifications and PPRA Rules. Further added that, a perusal of the Impugned Order reveals that it is a non-speaking order, passed without due application of mind and without recording reasons of the same.

7. The representative of the Appellant further submitted that the impugned order is unlawful and unsustainable as it holds a bid that admittedly failed to comply with the mandatory technical requirements prescribed under NTDC Specification P-204:2022 (Draft), particularly Clause 1.3.2, which unequivocally requires protection relays to be of different operating algorithms and different make and type. The acknowledged offering of protection relays of the same make for both Main-I and Mani-II by TBEA, therefore, constitutes a clear violation of the Tender Documents / technical specifications.

8. The representative of the Appellant further submitted that the impugned order reflects arbitrary and discriminatory treatment, particularly in light of its own interpretation (adopted by NGC), where it was expressly clarified that "different make and type" includes relays from different manufacturers or OEMs.

9. The representative of the Respondent (NGC) submitted that the instant Written Response is being filed by the authorized representative of the Respondent, in response to Appeal No. PPRA/AP-12/2026 by Siemens (Pakistan) Engineering Co. Ltd. under Rule 48(7) of the Public Procurement Rules, 2004 (hereinafter referred to as the "2004 Rules"), assailing the Order dated 14.01.2026 (hereinafter referred to as the "Impugned Order") passed by the duly constituted Grievance Redressal Committee (hereinafter referred to as the "GRC"), whereby the grievance of the Appellant was dismissed. Further submitted that by way of background, the Respondent issued Tender No. AFD-09-2024 (hereinafter referred to as the "Tender"), for the purpose of procurement of Control, Protection & Metering System and allied services for, inter alia, the 500 KV Vehari, 500KV Sialkot, and 220 KV Arifwala Substations (Lots I, II, and III) being financed by Agence Française de Développement (AFD). The tender documents comprised, inter alia, the Instructions to Bidders, Bid Data Sheet, Specification P-204:2022 (Draft), Bill of Quantities (BOQ), Conditions of Contract, and all duly issued addenda, corrigenda, and pre-bid clarifications (hereinafter collectively referred to as the "Tender Documents"). That, pertinently, three bidders participated in the Tender process, and upon evaluation, the Evaluation Committee concluded:

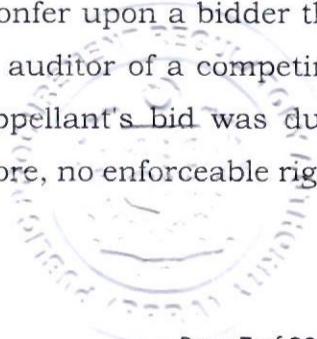
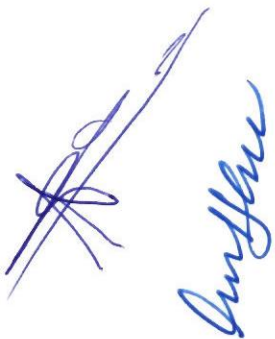
- I. M/s TBEA Co, Limited, China (hereinafter referred to as the "Responsive Bidder), was declared technically responsive and lowest evaluated;
- II. The Appellant was declared responsive but higher in price, and
- III. M/s Kortek Electrical and Energy Technologies (Pakistan) was declared non responsive.

Accordingly, the evaluation results were published on 04.11.2025 in accordance with the prescribed procedure.

10. Further submitted that the Appellant, being dissatisfied with the evaluation outcome, filed a Grievance

Application dated 06.11.2025, before the Grievance Redressal Committee (hereinafter referred to as the "GRC"), constituted vide Office Order dated 11.08.2025 and subsequently reconstituted through Corrigenda dated 14.10.2025 and 11.11.2025. The GRC convened its first meeting of 09.12.2025, and written comments were sought from the Chief Engineer (Protection & Control) as Evaluator, who responded vide letter dated 10.12.2025. Thereafter, a hearing was conducted on 17.12.2025, which was attended by the representatives of the Appellant and the Evaluator; further written clarifications were submitted by the Evaluator vide letters dated 19.12.2025 and 22.12.2025. That, upon reviewing all the evidence submitted, the GRC convened its final meeting on 30.12.2025, prepared a GRC Report, and thereafter passed the Impugned Order, whereby the Appellant's grievance was dismissed.

11. Further submitted that the present Appeal is not maintainable under Rule 48(7) of the 2004 Rules, as the Appellant has failed to demonstrate any violation of the 'procurement regulatory framework, misapplication of evaluation criteria, procedural irregularity, mala file, or perversity in the evaluation process or in the Impugned Order. The Appeal is based merely upon a disagreement with the technical assessment conducted by the Evaluation Committee and affirmed by the GRC, which does not constitute a valid ground for appellate interference. The Appellant lacks locus standi to challenge the technical compliance of the responsive bidder's submission. The grievance redressal mechanism under the Public Procurement Rules, 2004 is intended to safeguard bidders against arbitrary or discriminatory treatment of their own bids, it does not confer upon a bidder the right to assume the role of a compliance auditor of a competing bidder's confidential submission. The Appellant's bid was duly evaluated and declared responsive; therefore, no enforceable right of the Appellant stands infringed.



12. That, the jurisdiction exercised by the appellate forum under Rule 48(7) is supervisory and corrective in character, confined to examining whether the GRC acted in conformity with the procurement regulatory framework. The appellate forum is not mandated as a technical evaluation body, nor does it undertake a fresh assessment of competing bids. In the absence of any demonstrated illegality, procedural impropriety, or jurisdictional error, therefore, the instant Appeal is liable to be dismissed. Further submitted that the grievance raised by the Appellant effectively seeks scrutiny and disclosure of confidential aspects of a competing bidder's submission. The Public Procurement Rules and the Tender Documents do not confer upon any bidder a right to access or interrogate the technical architecture, pricing structure, or proprietary information contained in another bidder's proposal. The grievance mechanism cannot be used as a mean to compel disclosure of confidential bid information, particularly in the absence of any demonstrated regulatory breach. The Appellant has failed to demonstrate any procedural or substantive prejudice in relation to the evaluation of its own bid. The Appellant was declared technically responsive and was evaluated strictly in accordance with the Tender Documents and applicable rules. The instant Appeal is directed solely towards seeking disqualification of the lowest evaluated bidder, without establishing any irregularity affecting the Appellant's own bid or the integrity of the procurement process. The allegations raised on the Appeal are vague, generalized, and unsupported by cogent material. The Appellant has not identified any specific clause of the Tender Documents or the Public Procurement Roles that has been violated.

13. Further submitted that importantly, the principal objection raised by the Appellant relates to the interpretation of Clause 1.3.2 of Specification P-204:2022 (Draft), concerning requirement of 'different make' for Main-1 and Main-II protection relays. In this regard, it is pivotal to note that 'different make' in

established engineering practice encompasses, inter alia, a distinct design lineage, hardware architecture, firmware platform, and protection algorithms, and does not require different ownership. Presently, the offered relay platforms, namely 'MiCOM Agile' and 'Multilin UR (hereinafter collectively referred to as the "Offered Relays") are architecturally independent systems, despite the common corporate ownership.

14. The representative of the Respondent contended that the Multilin UR Series and MiCOM protection relays are products with entirely distinct and independent corporate and manufacturing history. The Multilin UR Series were originally developed by Multilin Inc., a Canadian-based company specializing in microprocessor-based protection relays for motors, feeders, generators, and transformers. Multilin Inc., subsequently became integrated under Derlan Manufacturing Inc, in the pre-1990s before being acquired by General Electric (GE) in the late 1990s and early 2000s, and the said relays continue to be manufactured in Canada till date. However, the MiCOM protection relays, on the other hand, originated in the late 1990s as a brand introduced by GEC Alstom, a British-French joint venture focused on power systems and electrical equipment, which thereafter rebranded to Alstom. In 2004, Alstom sold its business to Areva, a French nuclear and energy company, which became Alstom Grid in 2010, before being acquired by GE on November 02, 2015. The MiCOM protection relays continue to be manufactured in the United Kingdom till date. For case of reference, the differences in the two relays are tabulated below:

Attribute	Mutilin R	MiCOM
Geographic Origin	Canadian Origin	European Origin
Manufacturing Location	Manufactured in Canada (till date)	Manufactured in UK (till date)
Original Developer / OEM	Multilin Inc. - Canadian Based Company	GEC Alstom - British - French Joint Venture
Original Specialization	Microprocessor based protection	Advanced numerical

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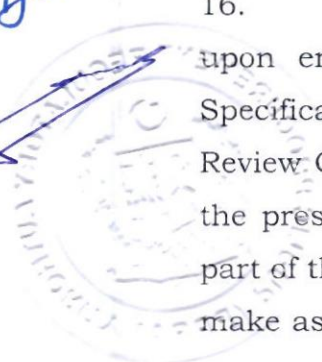
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	relays for motors, feeders, generators and transformers	protection for transmission and distribution networks
Corporate Lineage	Multilin Inc. – Derlan Manufacturing Incc. (pre-1990s) – GE (late 1990s / early 2000s)	GEC Alsthom – Alstom – Areva T&D (2004) – Alstom Grid (2010) – GE (Nov 2, 2015)
Design Philosophies	Different	Different
Operating Algorithms	Different	Different
Technologies	Different	Different
R&D	Different	Different
Hardware	Different	Different
Software	Different	Different
QA & QC Procedures	Different	Different
Current Corporate Parent	GE	GE

15. Further submitted that the Specification within the Tender document which has been quoted as the basis for the instant Appeal strictly governs the performance aspects and technical parameters of the goods to be supplied, such as the requirement for a distinct design lineage to avoid common mode failure. It does not delve into the commercial qualification aspects delineated in Section-III (Evaluation & Qualification Criteria) of the bidding document. The Appellant has erroneously attempted to misrepresent a purely technical performance requirement as a commercial ownership issue under the primary qualification requirements, a stance that is entirely unsustainable under Section-III.

16. Further added that the reliance placed by the Appellant upon email correspondence dated 12.02.2025, pertaining to Specification P-204 2025 and deliberations of the Specification Review Committee' is misplaced. As the governing document for the present Tender is Specification P-204:2022 (Draft), forming part of the Tender Documents. The Offered Relays are of different make as per established practice in Pakistan. Pertinently, under

Amir Khan



Contract FW(1)-001 for 500kV Faisalabad West Grid Station awarded in 2019, the Technical Specifications expressly required that Set-1 and Set-II distance relays shall have different operating algorithms and shall be of different manufacturers. Upon evaluation of bids submitted for the said contract, National Engineering Services Pakistan (NESPAK), who was the evaluator for the project, accepted Multilin UR Series and MiCOM protection relays offered as Main-I and Main-II, thereby recognizing and treating the said relay families as products of different manufacturers, even though both relays were owned by GE at that time. The Appellant's attempt to now characterize these relays as being of identical make is therefore wholly inconsistent with established procurement practice in Pakistan, as recognized by third parties as well.

17. The representative of the Respondent further submitted that the Appellant's own conduct is inconsistent with and contradicts the position it now supports before this Authority. The Evaluator's Letters dated 19.12.2025 and 22.12.2025 refer to Tender No. NOR-121E-2022, wherein the Offered Relays were offered as Main-I and Main-II by M/s EPESOL, and the Appellant was the lowest qualified bidder in all three lots of that tender. The Appellant did not raise any grievance or objection against M/s EPESOL's use of those relay systems in that procurement. Further submitted that the objection concerning cybersecurity compliance under Clause 5.11 is devoid of any factual foundation. The Evaluator has expressly confirmed compliance with Clauses 1.6:25 and 5.11, as well as BOQ and pre-bid clarifications. Whereas, post-bid clarifications were sought strictly under Clause 27 of the Instructions to bidders, without permitted any modification of substance; the alleged pricing advantage has been examined and shown to be unrelated to any non-compliance.

18. The representative of the Respondent averred that the entire evaluation process was conducted transparently,

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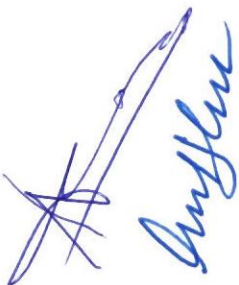
consistent with the prior procurements, and in conformity with the evaluation criteria and other terms and conditions prescribed in the bidding documents, the applicable law, and the 2004 Rules. The GRC's findings are supported by documentary record, technical analysis, and reasoned conclusions. Importantly, the present Appeal seeks to reopen a concluded technical determination without demonstrating any regulatory breach.

19. Further submitted that the Appellant's second contention that the Responsive Bidder's financial offer was significantly lower than the Appellant's because of non-compliance with cybersecurity requirements and standards is entirely speculative, and is not substantiated by any material evidence or cogent reasoning. As has been demonstrated by the Evaluator, the bid price difference is attributable to multiple factors, and is not merely the result of protection relay pricing. The Evaluator's detailed analysis confirms that even if the protection relay Main-1 & Main-II prices of the Responsive Bidder were replaced with those of the Appellant, the overall reduction in the Appellant's bid price would be marginal (only 1.01%, 1.82% and 2.15% for Lot-1, Lot-II and Lot-III, respectively), whereas the Responsive Bidder's bid remains substantially lower across all three Lots. This conclusively refutes the Appellant's theory of pricing advantage through alleged non-compliance. Further submitted that as mentioned above, in Tender No. NOR-121E-2022, M/s EPSOL offered the Offered Relays, however, if the prices of the Offered Relays had been the sole reason for the Responsive Bidder's lowest bid in AFD-09-2024, M/s EPESOL would have been the lowest bidder in Tender No. NOR-121E-202, instead of the Appellant. This further refutes the Appellant's contention that the Offered Relays provided a substantial pricing advantage to the Responsive Bidder.

20. The Appellant's contention that cybersecurity compliance has a significant impact on the bid price is not

supported by the Appellant's bid itself. If the quoted cost for cybersecurity compliance is subtracted from the Appellant's offered bid, the price difference is only 6.72%, 4.97% and 6.91% for Lot-1, Lot-II and Lot-III, respectively. However, the Appellant's Bid is 72.86% higher, 61.58% higher and 50.11% higher in Lot-1, Lot-II and Lot-III, respectively as compared to the Responsive Bidder. Therefore, the contention that alleged non-compliance with cybersecurity requirements gives the Responsive Bidder a pricing advantage is without merit. Further argued that in continuation thereof, no separate BOQ item is present for cybersecurity in the Tender Documents. As such, the pricing for cybersecurity, if any, has no impact on the bid price. Pertinently, the Appellant made a request in Pre-bid Clarification No. 4 for an amendment in the BOQ to include cybersecurity as a separate item; however, the request was not entertained by the Respondent. The Appellant's contention regarding the price impact of cybersecurity compliance is therefore without any substance, and is not supported by the Tender Documents.

21. The representative of the Respondent further submitted that the Evaluator has considered the Responsive Bidder's cybersecurity offering, and has assessed the same to be in conformity with the required specifications and standards. In absence of any proof of wrongdoing, or any indication of specific cybersecurity failures or omissions, such allegations are conjectures and surmises without substance. The Appellant's cybersecurity objection is independently not maintainable for want of particularity. A grievance or appeal under Rule 48 must identify with reasonable specificity the non-compliance or irregularity in the evaluation against which it is directed. The Appellant has not identified: (1) which specific sub-clause of Clause 5.11 of Specification P-204:2022 (Draft) was allegedly omitted or deviated from, (ii) which specific product, system, or component in the Responsive Bidder's bid was absent or non-conforming; or (iii) any expert opinion, technical report, or



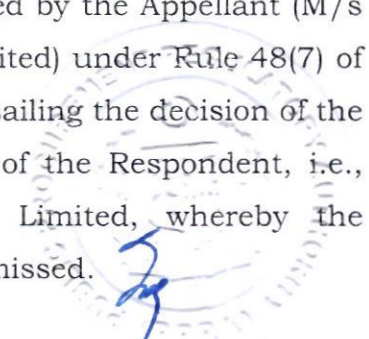
material evidence of non-conformity. As such, a vague and speculative allegation of this character does not meet the threshold required to constitute a maintainable grievance under the PPRA Rules 2004 and the Redressal of Grievances Regulations 2021.

22. Further submitted that there is no evidence or material to support the allegation that Responsive Bidder is non-compliant with Clause 5.11, and the Responsive Bidder has been determined to be compliant with the required specifications. Further added that the Responsive Bidder had provided an undertaking to the Respondent post-bid. The engineering rationale behind Clause 1.3.2 is unambiguous, and the GRC properly understood the technical implications of the requirements: the requirement for different make, type, and algorithm is directed at preventing common mode failure the scenario in which a single shared design defect, firmware vulnerability, manufacturing error, or systematic failure mode causes both Main-1 and Main-II protection systems to fail simultaneously, leaving a 220kV or 500kV transmission line or autotransformer unprotected. The MiCOM Agile series and the Multilin UR series use different hardware platforms, different engineering/configuration software, and have been independently type-tested and certified. They are unambiguously of different make under any technical standard; and MiCOM Agile and Multilin UR series are architecturally independent relay platforms, and are therefore incapable of suffering a common mode failure, regardless of their present corporate ownership by GE. GE's acquisition of both platforms does not create a shared design team, shared firmware repository, shared hardware manufacturing line, or shared type-test certificate. Therefore, there is no adverse impact on system reliability or fairness. The interpretation of Clause 1.3.2 of Specification P-204:2022 must be determined on the basis of the Tender Documents themselves and established engineering practice, as the GRC and the Evaluator have correctly done. There is no arbitrary or

discriminatory treatment, the evaluation is entirely consistent with how the same Offered Relays have been treated in prior NGC procurements. The GRC discussed in detail that the purpose of different make is to prevent common mode failure, and that the offered protection relays are compliant with the different make requirement, and that there is no arbitrary or discriminatory treatment.

23. The representative of the Respondent further submitted that the Engineer's Estimate for this tender was prepared on the basis of the Appellant's own last comparable project (Tender NOR-121E-2022, in which the Appellant was the lowest evaluated bidder). The Responsive Bidder's bid prices are lower than the Engineer's Estimate by approximately 25%, 14%, and 16% in Lot-I, Lot-II, and Lot-III, respectively. The Appellant's bid prices, by contrast, are approximately 29%, 38%, and 26% higher than the Engineer's Estimate across the three Lots, respectively. The Responsive Bidder's pricing is, therefore, not only competitive but consistent with a fair market price benchmark and the Appellant's prices are the outlier. As such, if the instant Appeal is accepted, the same shall cost either PKR 964,302,489/ to National Exchequer in case contract is awarded to Appellant or even more than aforesaid amount if process of re-tendering is initiated. Moreover, it shall negatively impact project timelines of all three projects under this tender i.e. 500kV Sialkot Grid Stations, 500kV Vehari Grid Station and 220kV Arfiwala Grid Station as procurement process of other primary equipment for these projects either has been completed or is in process.

24. This Appeal has been preferred by the Appellant (M/s Siemens (Pakistan) Engineering Co. Limited) under Rule 48(7) of the Public Procurement Rules, 2004, assailing the decision of the Grievance Redressal Committee (GRC) of the Respondent, i.e., National Grid Company of Pakistan Limited, whereby the grievance filed by the Appellant was dismissed.



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25. The Appellate Committee of the Authority has heard the learned representatives of the Appellant and the Respondents at length and has carefully examined the entire available record placed before it, including, the bidding documents, Technical and Financial Evaluation Reports, the grievance petition filed before the GRC, the impugned decision of the GRC; and written submissions and arguments advanced by both parties.

26. In terms of Rules 29 & 30 of the Public Procurement Rules, 2004, which is reproduced as under:

29. Evaluation criteria: -

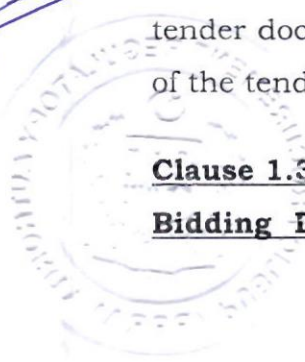
Procuring agencies shall formulate an appropriate evaluation criterion listing all the relevant information against which a bid is to be evaluated. Such evaluation criteria shall form an integral part of the bidding documents. Failure to provide for an unambiguous evaluation criteria in the bidding documents shall amount to mis-procurement.

30. Evaluation of bids. -

(1) All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the prescribed bidding documents. Save as provided for in sub-clause (iv) of clause (c) of rule 36 no evaluation criteria shall be used for evaluation of bids that had not been specified in the bidding documents.

27. It is pertinent to mention that no deviation from the specifications, terms and conditions specified in the bidding documents & evaluation criteria is permissible. The procuring agency shall proceed strictly in accordance with terms and conditions set forth in the bidding documents. All participants in the bidding process are bound by the terms and conditions of tender documents and cannot go beyond the purview and ambit of the tender documents.

Amplified



Clause 1.3.2 of the Technical Specifications prescribed in the Bidding Document provides that the Main-I and Main-II

protection relays must employ distinct operating algorithms and be of different makes and types.

Clause 5.11 of the Technical Specifications sets forth the requirements relating to cyber security.

28. The core contention of the Appellant is that the bid of M/s TBEA Co. Ltd. (Responsive Bidder) was non-responsive on account of alleged non-compliance with Clause 1.3.2 of the Technical Specifications (NTDC Specification P-204), requiring Main-I and Main-II protection relays to be of different make and type, and further alleged non-compliance with the cyber security requirements under Clause 5.11. It has been argued that acceptance of such bid constitutes a material deviation within the meaning of Clause 29 of the Instructions to Bidders. The GRC failed to properly appreciate these objections. It has further been argued that the impugned order is non-speaking and suffers from lack of reasoning.

29. Conversely, the Respondent has contended that the evaluation process was conducted strictly in accordance with the bidding documents and applicable rules; that the Responsive Bidder fulfilled all technical requirements. The interpretation advanced by the Appellant is erroneous and inconsistent with established engineering practice that the Appellant has failed to demonstrate any violation of the procurement regulatory framework, misapplication of evaluation criteria, or procedural irregularity; and that the present Appeal merely reflects a disagreement with the technical assessment carried out by the Evaluation Committee and affirmed by the GRC, which does not warrant appellate interference.

30. It is appropriate to mention that in terms of Rules 29 and 30 of the Public Procurement Rules, 2004, bids are required to be evaluated strictly in accordance with the evaluation criteria and terms and conditions specified in the bidding documents, and



3 no extraneous considerations or undisclosed criteria can be applied. All bidders are bound by the terms and conditions prescribed in the bidding documents, and the procuring agency is equally obligated to adhere thereto.

31. The Appellate Committee observed that Clause 1.3.2 of the Technical Specifications requires that protection relays for Main-I and Main-II shall have different operating algorithms and be of different make and type. The record reflects that the Evaluation Committee, as well as the GRC, examined the relay systems offered by the Responsive Bidder and concluded that the same namely the MiCOM and Multilin relay platforms are architecturally independent, possess distinct design lineage, hardware configuration, and operating algorithms, and therefore satisfy the requirement of "different make and type" in terms of established engineering practice.

32. With respect to the allegation regarding the cyber security requirements under Clause 5.11, the Appellate Committee notes that the same has not been substantiated with any specific instance of non-compliance. Mere conjectures, without identification of any concrete deviation, do not meet the threshold required to establish material non-responsiveness.

33. The Appellate Committee observes that upon examination of the record, it transpires that the Evaluation Committee assessed all bids in accordance with the prescribed criteria, and declared two bidders, including the Appellant, i.e., M/s Siemens (Pakistan) Engineering Co. Limited and the successful bidder (M/s TBEA Company Limited), as technically responsive. The evaluation results were duly published, and the Appellant's bid was not rejected but declared responsive, albeit higher in price.

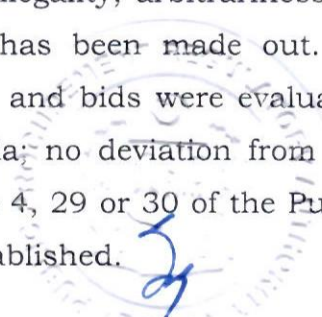
34. The objections raised by the Appellant primarily pertain to the alleged non-compliance of a competing bidder's

technical offer. However, the material available on record reflects that the Evaluation Committee, examined the bid in light of the tender specifications and found the same to be compliant. The GRC, after affording opportunity of hearing and considering written submissions and clarifications, concurred with the findings of the Evaluation Committee.


35. In the present case, the Appellant has not been able to demonstrate any violation of the evaluation criteria, any deviation from the bidding documents, or any procedural irregularity in the conduct of the procurement process. The allegations regarding technical non-compliance and pricing advantage are largely speculative and unsupported by cogent evidence on record. The Appellate Committee further observes that the Grievance Redressal Committee duly examined the objections raised by the Appellant and accorded proper consideration to all relevant material placed before it. The findings recorded therein neither suffer from arbitrariness nor perversity so as to justify interference by this Authority.

36. It is also noted that the evaluation process appears to have been carried out in a transparent manner, consistently with past practices, and in conformity with the applicable public procurement regulatory framework. No discriminatory treatment or arbitrariness has been established.


37. Upon due consideration of the record, the Appellate Committee finds that the bids were evaluated in accordance with the evaluation criteria prescribed in the bidding documents and applicable rules, and that no case of illegality, arbitrariness, or misapplication of evaluation criteria has been made out. All bidders were afforded equal treatment and bids were evaluated uniformly under the prescribed criteria; no deviation from the evaluation criteria or violation of Rules 4, 29 or 30 of the Public Procurement Rules, 2004 has been established.



38. In view of the foregoing, this Appellate Committee finds no merit in the appeal and no error in the impugned order passed by the GRC, nor any ground warranting interference under Rule 48(7) of the Public Procurement Rules, 2004. Therefore, the instant appeal is hereby **dismissed**, being devoid of merit.


(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: 7th May, 2026

Each page of the order has been signed by all members of the Committee. The order comprises twenty (20) pages.

