



**No. PPRA/AP-15(III)/2026**  
Government of Pakistan  
**Public Procurement Regulatory Authority**  
**(Appeal & Review Petition Secretariat)**  
1<sup>st</sup> Floor, FBC Building, G-5/2, Islamabad  
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**ORDER**

M/s Icon Consultant (Private) Limited  
**...the "Appellant"**

Vs.

National Bank of Pakistan (NBP)  
**...the "Respondent"**

<b>Date of Hearing</b>	Mr. M. Usama Rauf (Advocate), Mr. Bilal Ahmed Bugti (Advocate) <b>(On behalf of Appellant)</b>
<b>04.05.2026</b>	Mr. Riaz Hussain (SVP/ Head Litigation), Mr. M. Arshad Baig <b>(On behalf of Respondent)</b>

**APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004**

The Authority received an Appeal filed by M/s Icon Consultant (Private) Limited through its authorised representative Mr. Muneeb Ur Rehman "the Appellant" on 20.02.2026 under Rule 48(7) of the Public Procurement Rules, 2004. The Authority on receipt of the Appeal issued notices to M/s Icon Consultant (Private) Limited ("Appellant"); National Bank of Pakistan through its President (the "Respondent"), wherein it was directed to appear in person or through their nominated representatives or Counsel before the Authority on 04.05.2026 before the Appellate Committee in the Committee Room of Public Procurement Regulatory Authority (PPRA).

2. On the said date of hearing (04.05.2026), the above-mentioned learned counsel(s) and representatives appeared from both sides before the Committee and presented their arguments

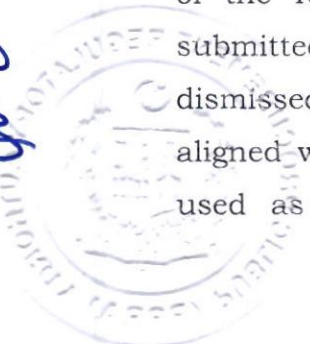
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at length. The Respondent provided written arguments to the Committee.

3. The learned counsel for the Appellant submitted that the Appellant is a well reputed company specializing in HR, staff, and services outsourcing operations. It has undertaken many contracts and has performed to the satisfaction of its clients including the present procuring agency, i.e., the National Bank of Pakistan (NBP). The performance of the Appellant has been impeccable which is reinforced by the fact that the Respondent has never expressed any dissatisfaction with the Appellant and has willingly extended its contracts from time to time. The present appeal is preferred against the dismissal of the Appellants grievance by the GRC in a mechanical and arbitrary manner by a non-speaking order published on the EPADS portal.

4. The counsel for the appellant further submitted that the Respondent issued Tender No. NT-06/10/2025-1 (PPRA Ref. TS-564208E), bearing LOT-01 to LOT-07. This appeal is being filed with reference to Lot No. 3 (Sindh-2). The Appellant is a service provider and participated in the bidding process and was declared technically responsive in the technical evaluation report and submitted a commercially viable bid at 0.34%. Subsequently, the Respondent accepted bids for all Lots 01 to 07 quoted at 0.000025% and 0.25%, which are prima facie abnormally low and commercially unworkable considering mandatory statutory, contractual, and operational obligations embedded in the bidding documents. Aggrieved of the final evaluation report, the Appellant filed a grievance before the Grievance Redressal Committee (GRC) of the Respondent through EPADS on 09-02-2026. Further submitted that without any opportunity of hearing, the GRC dismissed the grievance stating that the procurement process is aligned with Rule 4 and that Appellants calculation cannot be used as benchmark, thereby closing the grievance without

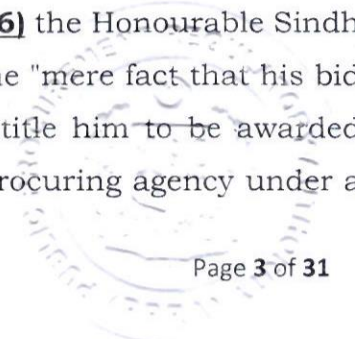
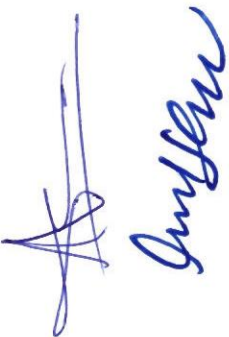
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addressing the mandatory abnormal bid procedure in EPAD on 16-02-2026.

5. The counsel for the appellant further submitted that the instant procurement as processed by the Respondent is contrary to the PPRA Rules and suffers from mis-procurement, and as a result merits annulment. Rule 4 mandates transparency, fairness, competition, and value for money. Mechanical assertion of compliance without demonstrable examination of abnormal pricing defeats the spirit of Rule 4. Rule 4 is not a declaratory shield. It requires demonstrable compliance. Acceptance of dumping or commercially impossible rates without scrutiny distorts competition and defeats value for money principles. Further argued that the GRC does not engage with any reasoning, or the grounds raised. It fails to address abnormal pricing concerns, and does not mention clarification procedure, does not analyse statutory obligations, and does not record independent reasoning.

6. The counsel for the appellant further submitted that it is a settled principle of procurement law that the mere fact that a bidder has quoted the lowest price does not automatically entitle such bidder to the award of contract. The procuring agency is required to evaluate all bids strictly in accordance with the evaluation criteria contained in the bidding documents and determine the bid which is substantially responsive and most advantageous to the procuring agency. Price alone cannot be the determinative factor where the bid fails to meet the essential requirements of the tender or lacks the necessary technical capability for execution of the project. **In case of Reliance Consultancy and Engineering Works Private Limited Vs Federation of Pakistan (2010 CLC 1046)** the Honourable Sindh High Court has categorically held that the "mere fact that his bid was the lowest would not ipso facto entitle him to be awarded tender." The Court held that while the procuring agency under a



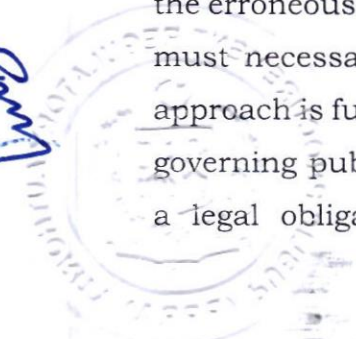


legal obligation to ensure that the evaluation process is conducted fairly and that the decision regarding award of contract is based upon valid and lawful considerations. **In the case of Sindh Textbook Board & Another Vs Federation of Pakistan & Others (High Court Appeal No. 76 of 2024)** a Division Bench of the High Court of Sindh held that the procuring agency is not bound to accept the lowest bid and may instead award the contract to the bid which is determined to be the most advantageous in terms of the prescribed evaluation criteria. The Court emphasized that the determination of the "most advantageous bid" requires consideration of multiple factors including technical capability, compliance with tender conditions and overall suitability for execution of the project:

- a. "5. It is clear from a bare reading of the Rule that it does not envisage that disclosures of the sort ordered be made. The Rule provides that it is not necessarily the lowest bid that may be accepted but that the Board can consider the most advantageous bid while awarding the contract."
- b. **In the case of Bilawal Gull Builders Vs Government of Punjab (PLD 2025 LAHORE 293)** the Honourable High Court held that the "submission that lowest quoted bid would per se make bidder successful and eligible for the award of contract is fallacious" and the mere fact that lowest bid is quoted does not ipso facto make the bidder eligible.



7. The counsel for the appellant further contended that in the present matter, the Respondent appears to have proceeded on the erroneous assumption that the bidder quoting the lowest price must necessarily be treated as the successful bidder. Such an approach is fundamentally inconsistent with the settled principles governing public procurement. The procuring agency was under a legal obligation to determine whether the bid in question



satisfied the requirements of the bidding documents and whether the bidder possessed the necessary capability and competence to perform the contract. By failing to undertake such an objective assessment and by placing undue reliance upon the price factor alone, the Respondent has acted in a manner which is arbitrary, unreasonable and contrary to the governing principles of procurement law. Further submitted that it is a settled principle of procurement law that the procuring agency cannot arbitrarily reject a bid without assigning valid and lawful reasons. Public procurement proceedings are quasi-judicial in nature and must comply with the principles of fairness, transparency, and reasoned decision-making. Every decision which adversely affects a bidder must be supported by cogent reasoning so that the affected party is aware of the basis upon which its bid has been evaluated and rejected.

8. The counsel for the appellant further averred that the GRC order does not engage with any reasoning, or the grounds raised. It fails to address abnormal pricing concerns, and does not mention clarification procedure, does not analyse statutory obligations, and does not record independent reasoning. The communication on the EPADS portal does not satisfy the threshold of an order. It merely rejects the grievance summarily. Such an order suffers from non-application of mind and violates settled principles of administrative law. **In Messrs Chenab Cement Products v. Pakistan (1992 SCMR 234)**, the Supreme Court held that any order having civil consequences must contain reasons and that any order which has civil consequences and yet lacks recorded reasoning is deficient and not sustainable. **In the case of Fateh Muhammad Agha Vs City District Government, Karachi through District Coordination Officer (2009 CLD 1336)** the Sindh High Court held that the discretion to reject bids must be exercised fairly, lawfully, and on valid grounds. The Court emphasized that non-speaking or arbitrary orders that do not provide reasons for rejection constitute a violation of the


principles of natural justice and are liable to be set aside. The principle enunciated by the Court makes it clear that mere authority to reject bids cannot be exercised in a vacuum, and each rejection must be reasoned and in accordance with the law:

a. "10. We were not persuaded to with Mr. Manzoor learned counsel for the CDGK that such right could be exercised any time by the CDGK. As observed above the discretion and right reserved to reject bid or offer are to be exercised fairly, equitably.

b. **In the case of Jamshed Akhtar Vs District Housing Committee (1997 CLC 1472)** the Honourable Lahore High Court has held that authorities while exercising the powers vested to them for approving or rejecting a bid does not mean they can exercise it in an arbitrary manner, and they have to satisfy as to why the bid or auction was rejected. The relevant extract of the judgement is reproduced as follows for ready reference:

5... No doubt it has been specified that auction can be approved or rejected but that does not mean that any officer or authority can exercise discretion in an arbitrary manner. Every discretion vested in officer or authority has to be exercised judiciously and by keeping in view the principle of parity as contained in Article 25 of the Constitution of the Islamic Republic of Pakistan 1973. To test or examine whether jurisdiction has been exercised fairly and honestly the same has to be attested objectively by keeping in view the entire facts and circumstances of the given case.

..... The respondent's counsel has not been able to explain or satisfy as to why the petitioner's auction was not approved on the same terms and conditions and how or on what basis his case was differentiated. The only



explanation tendered was that the petitioner had participated in the earlier auction held on 9-1-1996 and failed to participate in the auction held on 13-5-1996, therefore, his bid was not approved. The explanation is far less their being satisfactory or reasonable. The same can be termed as absolutely technical and highly unjust.

9. The counsel for the appellant further submitted that in the present matter, the Appellant submitted its bid in full compliance with the tender requirements, including technical documentation, financial proposals, and confirmation of competence. However, the Grievance Redressal Committee (GRC) of the Respondent have rejected the Appellant's bid without providing any cogent or reasoned explanation. The impugned decision is a non-speaking order that fails to address the specific issues raised by the Appellant, including material deficiencies in the competing bid and the abnormally low price that undermines the feasibility of contract execution. By failing to provide reasoned justification for rejection of the Appellant's bid, the Respondent has acted in a manner that is arbitrary and inconsistent with the statutory framework under the PPRA, 2004. The appellant's past track record is clear and commendable. Never has the Appellant objected to the appellant's contractual performance at any stage of the services rendered from 2021/2022 to 2026. Further argued that it is a settled principle of public procurement that the procuring agency is not bound to accept a bid solely because it is the lowest, particularly where the bid is abnormally low or the bidder lacks the technical and financial capacity to perform the contract. The purpose of this principle is to ensure that contracts awarded with public resources are capable of being executed effectively, efficiently complying with its commercial responsibility and without risking project failure or financial loss to the procuring agency. The accepted rates cannot sustain litigation exposure, stamp duties, uniform costs, labour compliance, statutory benefits, and operational infrastructure. Ignoring these





mandatory obligations exposes the procurement to execution failure and mis-procurement risk. Simply put, the rate of 0.000025% offered by the competing bidder is not comprehensible. At the bare minimum, taking Lot 1 as an example, the rate of 000025% affords a PKR .25 (Twenty-Five paisa) margin against a base line price of PKR 1,000,000/- (One Million Rupees). No rational basis for such a margin has emerged. Notably, the manoeuvring of the bid seems to be collusive and constitutes mis-procurement.

10. The counsel for the appellant further submitted that the acceptance of the low bid at the margins quoted at .000025% and 0.25% also expose the procuring agency, a government run National Bank, to substantial risk against corruption, kickbacks and underhandedness, which not only jeopardizes the standing of the procuring agency but exposes the endangerment of public funds. **In case of Ayaz Builders Through Partner Vs Karachi Water and Sewerage Board Through Managing Director (2007 CLC 728)** the Sindh High Court held that that a bid may lawfully be rejected if the bidder does not possess the requisite technical expertise. The Court emphasized that public procurement must be conducted not only to secure a competitive price but also to ensure that the awarded contract is executable and sustainable. The court held as under:

10. However, it is again interesting to observe that where it had been established before a constitutional Court that the lower bid suffered from some flaws in as much as the bidder lacked the necessary technical expertise etc. which was possessed by the higher bidder, the Governments' decision to award the bid to the latter was upheld.

11. The counsel for the appellant further submitted that in the present matter, the Appellant submits that the competing bid, which has been treated as responsive by the Respondent, is

abnormally low and commercially unworkable. The evaluation record clearly demonstrates that the Respondent did not undertake any due diligence to ascertain whether the successful bidder was capable of executing the contract at the quoted price. By treating an abnormally low bid as acceptable without proper assessment, the Respondent has acted in a manner that is inconsistent with the principles of fairness, reasoned evaluation, and responsible public procurement and the impugned procurement is therefore violative of the PPRA Rules, 2004. The impugned evaluation and acceptance of an abnormally low bid undermine the integrity of the procurement process. The impugned decision is constitutionally unsustainable and violative of Article 4-Right of individuals to be dealt with in accordance with law. Arbitrary and mechanical rejection of grievance without adherence to mandatory statutory procedure offends this guarantee. Further submitted that Article 10A-Right to fair trial and due process. The non-speaking order, absence of reasoned findings, and failure to address statutory objections constitute denial of procedural fairness. The appellant was never afforded an opportunity of hearing which is violative of the rights to due process and natural justice as guaranteed under Articles 4 and 10A of the Constitution of the Islamic Republic of Pakistan, 1973. Public procurement, being a public function involving public funds, must strictly conform to constitutional standards of transparency, reasoned decision-making, and equal treatment. Any deviation renders the process ultra vires and liable to be set aside **In Government of Balochistan v. Azizullah Memon (PLD 1993 SC 341)**, the Hon'ble Supreme Court held that every executive action must be traceable to lawful authority and free from arbitrariness.

12. The counsel for the appellant further submitted that failure to follow mandatory abnormal bid clarification procedure offends Article 4. Further, **in Province of Punjab v. Muhammad Yaqoob (PLD 1983 SC 448)**, it was held that discretionary power

must be exercised reasonably and in accordance with law, otherwise, it is liable to be struck down. The Respondent's mechanical dismissal of grievance constitutes arbitrary exercise of discretion. Further submitted that the Appellant respectfully submits that the proceedings before the Grievance Redressal Committee (GRC) of the Respondent were conducted in a manner that violated the Appellant's fundamental right to fair hearing and due process. The GRC, being a quasi-judicial forum established under the Public Procurement Rules, 2004, is obligated to act fairly, impartially, and in accordance with the principles of natural justice. Article 10-A of the Constitution of Pakistan guarantees every citizen the right to a fair trial, which extends to all quasi-judicial proceedings, including administrative and regulatory adjudications that affect legal or proprietary rights. **In District Bar Association Rawalpindi v. Federation of Pakistan (PLD 2015 SC 401)**, the Supreme Court held that Article 10A applies to administrative and quasi-judicial proceedings and requires fairness, transparency, and reasoned decisions. **In the case of Neo Tv, Through Muhammad Nasrullah Khan vs Pakistan Electronic Media Regulatory Authority (PLD 2019 Lahore 486)** the Honourable Lahore High Court has held that Article 10-A applies to quasi-judicial proceedings and that denial of an effective hearing constitutes a violation of due process. The Court emphasized that every affected party must be afforded an opportunity to make representations and to respond to adverse material before a decision is taken. The relevant extract of the judgement is reproduced as follows for ready reference:

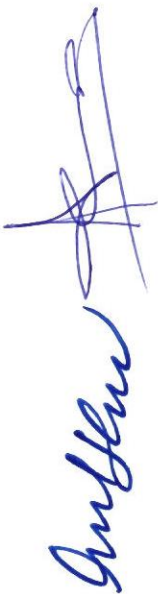
*13....Further I am of the considered view that the principle of natural justice, i.e., audi alteram partem that no one should be condemned unheard is to be read as part of every statute unless is specifically excluded. This principle is applicable to judicial as well as to all the quasi-judicial proceedings especially after insertion of*

Article 10-A of the Constitution of Islamic Republic of Pakistan, 1973.

13. The counsel for the appellant further submitted that **in the case of Muhammad Yousaf Vs Province of Sindh (2024 SCMR 1689)**, the Honourable Supreme Court has held that Article 10-A applies to all proceedings be it judicial or quasi-judicial forums. The relevant extract of the judgement is reproduced as follows for ready reference:

7. The concept of natural justice is intended to restrain arbitrary actions within the bounds of upholding and protecting the supremacy of law. This fundamental principal is consistently and squarely applicable to the proceedings, whether Judicial quasi-Judicial of administrative, except where the law specifically and unambiguously excludes its application in the peculiar facts and circumstances of the case.

14. Further submitted that applying these principles to the present case, GRC proceedings are quasi-judicial in nature. A non-speaking order closing a statutory grievance without addressing material objections amounts to denial of due process. The Appellant submits that the GRC acted in contravention of Article 10-A of the Constitution and the established principles of fair hearing by issuing a non-speaking order that did not examine the merits of grievance. The Appellant's objections regarding the abnormally low bid, failure to evaluate technical compliance, and procedural irregularities were ignored. The denial of a meaningful opportunity to be heard has caused substantial prejudice to the Appellant, as it prevented the GRC from appreciating the material facts and legal arguments presented in its grievance. The Respondent's actions in the grievance proceedings have not only deprived the Appellant of a fair hearing but have also undermined the integrity and transparency of the procurement process. The Appellant has suffered prejudice as a result of the unlawful





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conduct, and this Honourable Authority is therefore urged to interfere, set aside the impugned order of the GRC, and ensure that the grievance is reconsidered in a lawful, fair, and transparent manner consistent with Article 10-A of the Constitution and the principles of quasi-judicial proceedings.

15. The counsel for the appellant further submitted that public functionaries, when exercising their powers in relation to the award of contracts involving public funds, are under a solemn legal obligation to act justly, fairly, and transparently. This principle is enshrined not only in the Public Procurement Regulatory Authority Rules, 2004, but also in the Constitution of Pakistan, which mandates that all actions of state functionaries and its instrumentalities must adhere to the principles of equality, fairness, and non-arbitrariness. The Public Procurement Rules explicitly require procuring agencies to conduct procurement proceedings in a manner that ensures transparency, accountability, and adherence to the evaluation criteria prescribed in the bidding documents. **In the case of SUO MOTU CASE NO.13 OF 2009 (PLD 2011 SC 619)**, the Supreme Court held that governmental bodies must act in a transparent, fair, must reflect transparency, financial prudence, protection of public funds and accountable manner while awarding contracts and undertaking procurement activities, and any deviation from this requirement amounts to a breach of public trust. The Court further held that actions lacking transparency or fairness are subject to judicial review, and public authorities are obliged to justify their decisions with reasoned orders. The relevant extract of the judgement is reproduced as follows for ready reference:

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Judgment



- a. "28. Acceptance of abnormally low bids without scrutiny exposes the procuring agency to execution failure and financial risk, contrary to constitutional standards. The Governmental bodies are invested with powers to dispense and regulate special services by means of

leases, licences, contracts, quotas, etc., where they are expected to act fairly, justly and in a transparent manner and such powers cannot be exercised in an arbitrary or irrational manner. Transparency lies at the heart of every transaction entered into by or on behalf of, a public body... Any transaction, which is not transparent, and goes against the interests of the general public constitutes violation of Article 9 of the Constitution, which guarantees right to life to all persons."

- b. **In case of Al-Noor Vs the Province of Sindh (PLD 2019 Karachi 400)**, the High Court of Sindh, while adjudicating a case relating to the Sindh Public Procurement framework, has held that transactions involving public money must be executed in a transparent manner. The relevant extract of the judgement is reproduced as follows for ready reference:

13. It has been further held that it is universally recommended that the transaction involving public money must be made in a transparent manner for the satisfaction of the people who are the virtual owners of the national exchequer which is being invested in such projects.

16. The counsel for the appellant further submitted that **in the case of Khawaja Muhammad Asif Vs Federation of Pakistan (PLD 2014 SC 206)**, the Supreme Court has held that the award of public contracts must follow a process that is fair, just, and transparent, ensuring that no bidder is unfairly prejudiced and that the public interest is protected. Arbitrary actions or selective treatment of bidders, even in technical evaluation, violate these principles and render the procurement process unlawful:

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37. The cardinal principle which has been kept in mind by this Court is that waste, plunder or wanton and heedless use of public resources and funds must be prevented and public wealth wherever squandered must be recovered. The importance of fair, even handed and open competitive bidding has also been repeatedly emphasized by us while exercising our jurisdiction under Article 184(3) of the Constitution ...we have emphasized that the Government and its instrumentalities are expected to act fairly, justly and in a transparent manner. Transparency lies at the heart of every transaction entered into by or on behalf of a public entity such as SSGCL It was also observed by us that "any transaction which is not transparent and goes against the interests of the general public constitutes violation of Article 9 of the Constitution.

Judges

17. The counsel for the appellant further submitted that in the present matter, the Appellant submits that the Respondent failed to comply with these fundamental obligations. Despite participating in the tender in full compliance with the requirements and submitting a bid that was both technically and financially sound, the Appellant's bid was effectively disregarded without a reasoned evaluation. The Respondent and the GRC acted in a manner that ignored the mandatory evaluation criteria and failed to provide any explanation for the acceptance of the competing bid, which was abnormally low and commercially unworkable. Such conduct demonstrates a clear breach of the principles of fairness, transparency, and accountability required under the PPRA Rules and established judicial authority. Further averred that the actions of the Respondent and the GRC in the present matter constitute a violation of both the statutory obligations under the Public Procurement Rules, 2004, and the broader constitutional principles governing the exercise of public

authority. The Appellant, therefore, submits that intervention by this Honourable Authority is necessary to ensure that the procurement process is conducted in a lawful, fair, and transparent manner consistent with the requirements of public procurement law and the principles of natural justice.

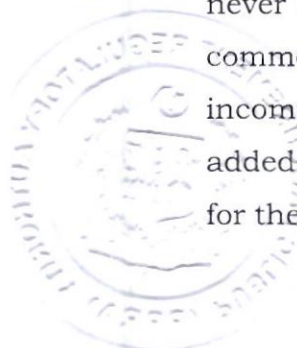
18. The counsel for the appellant further submitted that in light of the submissions made above, it is respectfully submitted that the procurement process in Tender Notice No. NT-06/10/2025-1 inviting bids for outsourcing/HR services, conducted by the Respondent, National Bank of Pakistan, is fraught with serious legal and procedural irregularities. The Appellant has demonstrated that its bid was submitted in full compliance with the tender requirements and that the Respondent has failed to evaluate the bid in a fair, transparent, and reasoned manner. The impugned evaluation and the decision of the Grievance Redressal Committee suffer from arbitrariness, non-application of the evaluation criteria, and lack of due consideration of material facts, including the feasibility and technical compliance of the competing bid. The Respondent's approach of relying solely on the price quoted by the competing bidder, which is impracticable and impossible to fulfil the services required by respondent, without considering responsiveness, technical capability, and compliance with the bidding process, constitutes a violation of the principles of public procurement and results in a decision that is neither lawful nor sustainable. Further submitted that the present Appeal is filed to ensure that the procurement process is conducted in accordance with law, fairness, and transparency, and to protect the rights of a capable and responsive bidder who has been arbitrarily excluded. The Appellant has demonstrated that its bid is fully compliant and capable of execution. Needless to iterate, the procurement Rules do not in any manner hold the lowest bid to be determinative of the procurement process. Rather, it is most advantageous bid that ought to be accepted. Therefore, the mere fact that a bid is lower





does not mandate the acceptance of the bid particularly if that is commercially viable. The paramount factor to consider is that the bids submitted by the other bidders of 0.25% and .000025% are unreasonable and impractical and lack any rationality. This is sufficient to vitiate the procurement process.

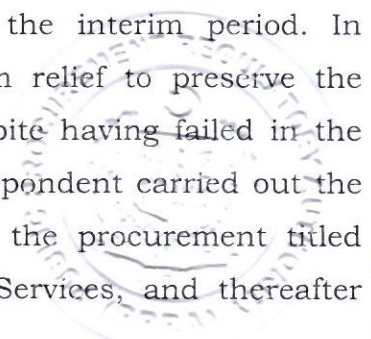
19. **The representative of the Respondent (National Bank of Pakistan)** submitted that the instant Appeal has been filed by the Appellant under Rule 48(7) of the Public Procurement Rules, 2004, against the procurement conducted by the Respondent for Procurement of Outsourced Support Services, and the Respondent has been directed to submit its written reply and relevant record. Further submitted that the Appeal is misconceived, legally untenable, factually incorrect, and liable to be dismissed in limine, as the same does not disclose any breach of the Public Procurement Rules, 2004, any violation of the bidding documents, any discrimination in evaluation, or any mala fide exercise of authority on the part of the Respondent. That the entire thrust of the Appellant's case is based upon its own subjective commercial assumption that its quoted service charge of 0.34% represented the minimum lawful or commercially viable benchmark, and that any lower bid, particularly those at 0.25% or 0.000025%, was liable to be treated as abnormally low, commercially impossible, or non-responsive. No such principle exists either in the applicable bidding documents or in the governing procurement law. Further added that the Appellant had itself been executing the same work under the immediately preceding arrangement on an even lower effective margin, namely 0.23%, and had, during the subsistence of that arrangement, never asserted that such low-margin performance was unlawful, commercially impossible, violative of Rule 4, or otherwise incompatible with the governing procurement framework. Further added that it is, therefore, manifestly contradictory and untenable for the Appellant now to contend that a rate of 0.25% is inherently



illegal, unworkable, or impermissible merely because it is lower than the Appellant's own quoted rate of 0.34%.

20. The representative of the Respondent (NBP) further submitted that in substance, the Appellant seeks to convert its own financial bid into a legal benchmark for determining the permissibility of all other bids. No such doctrine is recognized in procurement law. The legality or responsiveness of a bid falls to be examined against the bidding documents, the applicable statutory framework, and the objective record of procurement proceedings, and not against the Appellant's own preferred margin or commercial expectations. The Respondent's position is straightforward, namely that the procurement process was conducted strictly in accordance with law; all bidders were afforded equal opportunity and fair treatment; technical and financial evaluations were undertaken on the basis of the pre-disclosed and uniformly applied criteria; the results were communicated through the prescribed official procurement system; the grievance raised by the Appellant was duly considered; clarifications, where considered necessary, were obtained from responsive bidders; and the Procuring Agency was satisfied, on the basis of the record, that the selected bidders were responsive, experienced, and fully capable of contract performance. The Appellant's additional application for interim relief further exposes the true nature of the present appeal. The relief sought therein is calculated to suspend and derail a procurement process already lawfully concluded, not for the purpose of remedying any genuine illegality, but in order to preserve the Appellant's incumbent position and secure for it the maximum commercial benefit during the interim period. In substance, the Appellant seeks interim relief to preserve the benefit of its current incumbency, despite having failed in the fresh competitive procurement. The Respondent carried out the pre-qualification process in respect of the procurement titled "Procurement of Outsourced Support Services, and thereafter







invited bids through EPADS for Lots 1 to 7, only from the pre-qualified bidders, under the Single Stage One Envelope procedure in terms of Rule 36(a) of the Public Procurement Rules, 2004.

21. The representative of the Respondent further submitted that the Appellant, ICON Consultant (Private) Limited, participated in the process as a bidder and was declared qualified in the technical evaluation for the relevant lots. In the final evaluation, the Appellant's quoted rate for the relevant lots as 0.34%, while other quoted rates included 0.25% by Bulls & Bulls (Pvt) Ltd. and 0.000025% by Pak Multi Services (Pvt) Ltd.; entries of 0% were noted **as not considered / non-responsive under Clause 15.3.** The Respondent sought a written clarification from Pak Multi Services (Pvt) Ltd. dated 08.01.2026, in which the bidder stated that it had quoted 0% and 0.000025% service charges. After clarification 0.000025% service charges were declared responsive where as 0% service charges were declared non-responsive. **Further submitted that the Appellant filed a grievance before the Grievance Redressal Committee, the complaint was lodged on 09.02.2026, the GRC decision was recorded on 16.02.2026, and the Appellant subsequently filed the present appeal before the PPRA Appellate Committee.**

22. The representative of the Respondent contended that the Appeal is founded on a non-existent legal standard. There is no statutory rule, bidding condition, or universal procurement principle under which every bid below a bidder's preferred margin, or below a figure such as 0.34%, automatically becomes an abnormally low bid. The Appellant is seeking to import into the procurement a hidden criterion after bid opening, namely that any bid below its own quoted figure ought to be rejected. Such post facto reconstruction of evaluation criteria is impermissible in law. The Appeal confuses a low bid with an abnormally low bid; Procurement law does not prohibit aggressive pricing. It only permits concern-based scrutiny where the offered price, in

combination with other elements, raises real concerns regarding performance capability. Further submitted that the correct legal approach, even in standard procurement practice, is not automatic rejection but written clarification, verification, and reasoned determination. **The SBD ITB 36.2-36.6 states that if a bid is considered abnormally low, the Procuring Agency may seek explanation, take account of the written evidence, and then decide whether the bidder is capable of performing the contract.**

23. The representative of the Respondent further submitted that the Appellant has disclosed no proven mala fide, no unequal treatment, no selective application of criteria, no concealment of information, and no departure from the bidding documents. Further averred that mere dissatisfaction with the procurement result is not a legal ground for setting aside a tender process lawfully conducted in accordance with the applicable rules. Further added that the grievance was neither rejected mechanically nor decided arbitrarily. It was considered in light of the procurement record, the bidding documents, and the objections raised by the Appellant. Mere rejection of a grievance does not render the decision arbitrary. Further added that the Appellant's principal objection was that certain competing bids were commercially too low and should therefore have been rejected. That contention was not supported by the bidding documents, which did not prescribe any minimum service-charge threshold or require automatic rejection of bids below the Appellant's quoted rate of 0.34%. The grievance was therefore rightly not accepted. The Appellant appears to describe the GRC decision as "mechanical" only because it was not expressed in the form of a lengthy speaking order. That objection is misconceived. In procurement matters, the law does not require every grievance decision to take the form of a detailed judicial judgment. The relevant test is whether the grievance was placed before the competent forum, considered on the record, and its decision



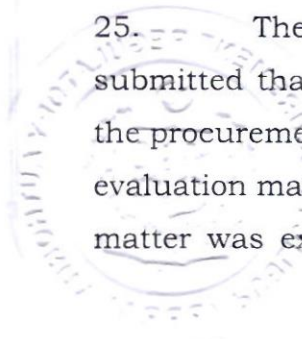


communicated. In the present case, the grievance was received, examined, and rejected, and the outcome was communicated to the Appellant through EPADS. This is sufficient compliance with the grievance process. The Appellant has identified no provision in the Public Procurement Rules, 2004, or in the bidding documents requiring the GRC to issue a detailed order addressing each submission separately. The grievance redressal mechanism is intended for expeditious institutional review, not for a full-scale adjudicatory exercise.

24. The representative of the Respondent further submitted that the issue raised by the Appellant was also not of such complexity as to require elaborate reasoning. Its objection was essentially based on its own commercial assumption that lower bids were necessarily abnormal or unworkable. Since that assumption was not borne out by the bidding documents or the procurement framework, a brief rejection did not amount to non-application of mind. Further submitted that the Appellant was not required to be called physically before the GRC, as the matter was straightforward and the grievance had already been set out by the Appellant in writing in a clear and complete manner. The case was therefore considered and decided on the basis of the written grievance and the procurement record, and the GRC did not consider a personal appearance necessary in the circumstances. The absence of prejudice further defeats this allegation. The Appellant was fully aware of the grievance outcome, understood its effect, and promptly availed the statutory appellate remedy. This itself shows that the decision was effectively communicated and understood.



25. The representative of the Respondent further submitted that a grievance decision must be read together with the procurement record as a whole where the bidding documents, evaluation material, clarifications, and proceedings show that the matter was examined within the legal framework, the decision



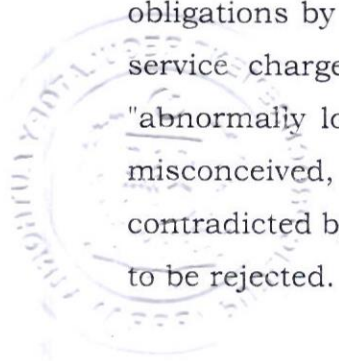
cannot be challenged merely because the communication was concise. Accordingly, the allegation of mechanical rejection, arbitrariness, and non-speaking order is misconceived and unsupported by the record. The grievance was duly considered, the Appellant's objection was found inconsistent with the bidding framework, and the decision was lawfully communicated. Further submitted that the Appellant's objection is based on the incorrect assumption that any bid below 0.34%, being its own quoted rate, must automatically be treated as unlawful, non-responsive, or commercially impossible. The bidding documents contain no such requirement and do not prescribe 0.34% as any minimum lawful or acceptable benchmark. Commercial viability is not to be judged by the Appellant's own business model. Different bidders may lawfully operate with different overheads, efficiencies, manpower arrangements, compliance systems, and profit expectations. Procurement law does not require all bidders to follow the Appellant's cost structure. The procurement record itself shows that the bidding process contemplated competition in percentages and did not treat the Appellant's rate as a legal floor. The Final Evaluation Report reflects, inter alia, the Appellant at 0.34%, Bulls & Bulls at 0.25%, and in certain lots Pak Multi Services at 0.000025%, while 0% bids were treated as non-responsive where applicable. This shows that the evaluation was carried out on the disclosed bid format, not on any hidden rule that bids below 0.34% must automatically fail. The Appellant's position is further weakened by its own prior contractual arrangement with NBP. The earlier SLA shows that the Appellant had itself performed the same services at 0.23% service charges, exclusive of statutory and related liabilities. The Appellant continued to perform under the said arrangement from 16 September 2022 to 15 September 2025, which was subsequently extended until 24 February 2026. Further added that having itself rendered services of the same nature at 0.23%, the Appellant cannot reasonably contend that a competing bid of 0.25% is, by its very nature, irrational, unconstitutional, or contrary to procurement law. The earlier SLA

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also imposed on the service provider substantially the same responsibilities which the Appellant now cites as proof of impracticability, including compliance with legal and regulatory obligations and administrative control over deployed staff. The SLA confirms that such obligations were to be borne by the service provider and that the deployed workforce remained its own employees. This undermines the Appellant's present case.

26. The representative of the Respondent further averred that the Appellant has also conflated a low bid with an abnormally low bid. The law does not prohibit competitive pricing. A bid cannot be rejected merely because it is lower than the expectations of a rival bidder. The relevant question is whether the bid, read with the record and any clarification obtained, gives rise to genuine concerns regarding ability to perform. In the present case, the Appellant has identified no clause in the bidding documents making 0.34% the minimum permissible threshold, nor any clause requiring rejection of bids at 0.25% or lower merely because the Appellant considers them insufficient. Its case is therefore based on a self-created commercial theory rather than any mandatory procurement provision. Further argued that without prejudice to the above, the concerns raised by the Appellant that the accepted rates cannot sustain litigation exposure, stamp duties, uniform costs, labour compliance, statutory benefits, and operational infrastructure, and that ignoring these mandatory obligations exposes the procurement to execution failure and mis-procurement risk, at best reflect the Appellant's own internal cost structure. On the contrary, the Appellant has itself already demonstrated the workability of these obligations by previously performing the same services at 0.23% service charges. The allegation that the Respondent accepted "abnormally low" or "commercially Impossible" bids is therefore misconceived, unsupported by the bidding documents, contradicted by the Appellant's own prior arrangement, and liable to be rejected.



27. The representative of the Respondent further submitted that the record clearly shows that the Respondent did not accept the impugned bids without scrutiny. On the contrary, where clarification was considered necessary, the Respondent invoked the mechanism available under the bidding documents and obtained a written explanation from the concerned bidder before reaching its conclusion. The bidding document expressly empowered NBP to seek clarification after bid opening, so long as the substance of the bid was not changed. Written clarification was therefore a lawful and recognized part of the procurement process. Acting accordingly, the Respondent sought written clarification from Pak Multi Services (Pvt) Ltd. regarding its quoted rates and the basis of its financial offer. In its clarification dated 08.01.2026, the bidder explained that it had quoted 0% and 0.000025% service charges, that salaries would be paid in accordance with the BOQs and applicable minimum wage laws, and that statutory and regulatory liabilities would be dealt with on a reimbursable basis in terms of the bidding document. The said clarification also addressed the bidder's claimed commercial sustainability and explained the basis on which it considered the quoted rate workable. The legal significance of this is that the Procuring Agency did not act blindly; it sought an explanation, examined it, and then formed its view on responsiveness and capability. The clarification further covered the operational matters now relied upon by the Appellant. The bidder confirmed compliance with the technical requirements, staffing levels, deployment obligations, payroll responsibility, non-subcontracting condition, and provision of uniforms and related items where required. The bidder also assured uninterrupted service delivery, statutory compliance, and internal handling of legal and compliance-related obligations. A sworn undertaking was also furnished regarding deposit of EOBI, Provincial Social Security, income tax, and other statutory dues in accordance with law.

*Amir Khan*

*[Signature]*

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28. The representative of the Respondent contended that that the subject procurement was based on a cost-plus percentage contracting model. Under IB 15.2 of the Bidding Documents, the Total Service Charges in Percentage for each category of Resources, as well as the Aggregate Service Charges in Percentage for the Lot, were expressly to remain exclusive of all liabilities on account of regulatory or non-regulatory payments, including but not limited to taxes, duties, charges, gratuity, EOBI, Social Security, Group Life Insurance, Health Insurance, Indemnity Insurance, Fidelity Insurance, etc. Thus, the field of competition amongst the bidders was confined solely to the percentage of service charges quoted by them. Further argued that the Respondent did not adopt a blanket approach in favour of low bids. On the contrary, the bid carrying 0% service charges was itself treated by NBP as non-responsive, notwithstanding that documentary material was cited to show that bids with zero service charges had reportedly been accepted in Punjab in certain other procurements, including Rawalpindi Institute of Cardiology and Mayo Hospital Lahore. Thus, NBP did not automatically accept every extremely low bid merely because such bids may have been entertained elsewhere. At the same time, the bid carrying 0.000025% service charges was not accepted mechanically. It was considered responsive only after the bidder furnished the above clarification and supporting explanation. This itself demonstrates that the Procuring Agency applied scrutiny, distinguished between different bids on the basis of the record before it, and made its determination accordingly. The Respondent therefore followed the legally correct approach. It neither rejected the bid automatically merely because the figure was low, nor accepted it blindly merely because it was commercially attractive. The bidders selected at low service charges were duly qualified, established, and reputable firms having a longstanding presence in the market. The Respondent duly satisfied itself that they possessed the requisite competence,





capacity, and experience to perform the assignment in accordance with the bidding documents. Accordingly, the allegation that the Respondent failed to apply the abnormal-bid scrutiny / clarification procedure is contrary to the record and liable to be rejected. The clarification procedure was in fact followed; the 0% bid was treated as non-responsive; and the bid at 0.000025% was considered responsive only after written explanation by the bidder.

29. The representative of the Respondent further submitted that the Appellant alleges violation of Rule 4 of the Public Procurement Rules, 2004, and of Articles 4 and 10A of the Constitution on the grounds of alleged unfairness, lack of transparency, arbitrariness, and denial of due process. These allegations are unsupported by the record and without legal basis. Further submitted that the Public Procurement Regulatory Authority, by virtue of the Public Procurement Regulatory Authority Ordinance, 2002, is the competent statutory authority to frame rules regulating public procurement and tendering processes. Consequently, any reliance by the Appellant on general arbitration principles, or on judicial precedents and citations unrelated to the specific procurement framework and the governing public procurement rules, is wholly misplaced, superfluous, and without legal effect for the purposes of the present proceedings. Rather, as is evident even from the Appellant's own averments, the Procuring Agency duly entertained and addressed the grievance in accordance with the procedure contemplated by the Public Procurement Rules 2004. That being so, no room remains for importing extraneous procedures, principles, or authorities foreign to the applicable procurement regime. Further averred that the principles of economy, efficiency, transparency, fairness, equal opportunity, and value for money under Rule 4 were fully observed. The procurement was conducted through a common digital platform, under the same bidding document, with the same deadlines,



technical criteria, financial format, and evaluation methodology applicable equally to all bidders. The Appellant has not identified any hidden criterion, undisclosed benchmark, unequal access to information, discriminatory treatment, procedural deviation, or mala fide on the part of the Respondent. Mere dissatisfaction with the outcome does not establish violation of Rule 4.

30. The representative of the Respondent further submitted that in substance, the Appellant is objecting not to unfairness, but to lawful competition. Public procurement is not meant to protect an incumbent or a higher-quoted bidder from competitive pricing. Its purpose is to ensure equal opportunity, disclosed criteria, and value for money. The constitutional allegations are equally untenable. The Appellant participated in the procurement, submitted its bid, received the evaluation outcome, invoked the grievance mechanism, and has now availed the statutory appellate remedy. The process afforded was therefore fully consistent with law and due process. Article 4 requires that executive action be taken in accordance with law. It does not require the Procuring Agency to adopt the Appellant's pricing theory, commercial assumptions, or preferred bid margin as a matter of law. Article 10A likewise does not require that every procurement grievance be decided through an oral hearing, a trial-like process, or a lengthy judicial-style order: What it requires is fair opportunity, lawful consideration, and access to remedy. In documentary procurement matters, written consideration and written communication are valid modes of decision-making. Further highlighted that on the contrary, the record shows a procurement conducted under a disclosed framework, processed through a common platform, evaluated under uniform criteria, subjected to clarification where required, followed by grievance redressal, and now placed before the statutory appellate forum. The allegation regarding violation of Rule 4, Articles 4 and 10A, and denial of due process is misconceived, unsupported by the record, and liable to be

rejected. The appeal is without legal merit because no illegality in the procurement process has been established. The Appellant has failed to show any prima facie illegality, mala fide, arbitrariness, hidden criterion, or material procedural defect in the bidding, evaluation, grievance, or award process. Its objections are based mainly on dissatisfaction with the rates quoted by competing bidders, which by itself does not invalidate a lawful procurement

31. The representative of the Respondent further argued that the appeal is based on the Appellant's private commercial assumptions, not on the bidding documents or procurement law. The Appellant seeks to treat its own quoted rate as a benchmark and to label lower competing bids as abnormal or unworkable. However, the bidding documents did not prescribe any such minimum threshold, and the Respondent lawfully scrutinized the questioned bid(s) through clarification before taking a decision. The appeal is an attempt to preserve incumbency rather than to correct any genuine illegality. The Appellant is the outgoing incumbent and stands to benefit directly if the fresh procurement is delayed, disturbed, or rendered uncertain. Its plea that the appeal would become infructuous if the award proceeds is, in substance, an effort to retain its practical and commercial advantage despite having failed in the fresh competitive process. The procurement has already been concluded in the public interest and should not be unsettled. The successful contractors have already been selected, the contracts have been awarded, and the agreements have been executed because the Respondent's ongoing operations could not be interrupted. To disturb the concluded process at this stage would jeopardize continuity of essential services, create administrative uncertainty, and prejudice the public interest. Further averred that reopening or aborting the concluded process would harm the public exchequer and defeat value for money. If the present procurement is set aside and a fresh process is undertaken, the Respondent is likely to face higher market rates and service charges than those already



discovered and accepted through competition. That would expose public funds to avoidable financial burden and defeat the very procurement principle of value for money.

32. This Appeal has been preferred by the Appellant under Rule 48(7) of the Public Procurement Rules, 2004, assailing the decision of the Grievance Redressal Committee (GRC) of the Respondent, whereby the grievance filed by the Appellant was dismissed.

33. The Appellate Committee of the Authority has heard the learned counsel of the Appellant and the Respondent 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.

34. 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.

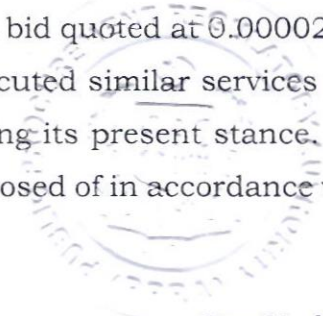
**30. Evaluation of bids. -**

(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.

35. 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.

36. The Appellant primarily contended that the Respondent (NBP) accepted abnormally low bids (0.25% and 0.000025%), which are commercially unworkable and violate principles of transparency and fairness under Rule 4 of the Public Procurement Rules, 2004. The GRC dismissed the grievance through a non-speaking and mechanical order without affording an opportunity of hearing. The procurement process suffered from mis-procurement due to failure to scrutinize abnormal bids. The Respondent unlawfully treated the lowest bid as determinative without assessing technical and commercial viability.

37. The Respondent, per contra, submitted that the procurement process was conducted strictly in accordance with the Public Procurement Rules, 2004, and the criteria and other terms & conditions prescribed in the bidding documents. No minimum benchmark for service charges was prescribed in the bidding documents, and the Appellant's reliance on its own quoted rate (0.34%) is misconceived and legally untenable. It was submitted that clarifications were duly sought from bidders where required, and the Procuring Agency, upon due examination and scrutiny, expressed its satisfaction with the clarifications so furnished, particularly in respect of the bid quoted at 0.000025%. The Appellant itself had previously executed similar services at a lower rate (0.23%), thereby contradicting its present stance. The grievance was duly considered and disposed of in accordance with





law and the Appeal is based on dissatisfaction with the outcome rather than any demonstrable illegality or procedural violation.

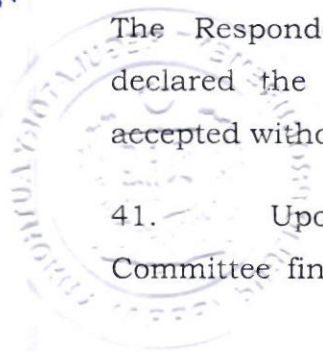
38. The Respondent also pointed out that the Appellant had, in prior engagements, executed similar services at a lower rate of 0.23%, thereby rendering its present position inconsistent and untenable. It was maintained that the grievance was duly considered and decided in accordance with law, and that the present Appeal arises merely from dissatisfaction with the outcome, rather than from any substantiated illegality or procedural irregularity.

39. Upon due consideration of the submissions and the record, the Appellate Committee observes that entries reflecting 0% were recorded as “not considered / non-responsive” in terms of Clause 15.3. The Respondent sought written clarification from Pak Multi Services (Pvt) Ltd. vide letter dated 08.01.2026, wherein the bidder confirmed that it had quoted service charges of 0% and 0.000025%. Pursuant to such clarification, the bid quoting 0.000025% service charges was declared responsive, whereas the bid quoting 0% service charges was declared non-responsive.



40. The Appellate Committee further observes that the Public Procurement Rules, 2004 does not prohibit competitive or low pricing per se. The correct legal approach in cases of suspected abnormal bids is to seek clarification, not automatic rejection. The record clearly demonstrates that the Respondent sought written clarification from the concerned bidder regarding the quoted rate of 0.000025%. The clarification addressed performance capability, statutory compliance, and cost structure. The Respondent evaluated the explanation and thereafter declared the bid responsive. The allegation that bids were accepted without scrutiny is not borne out from the record.


41. Upon due consideration of the record, the Appellate Committee finds that the procurement process was conducted




strictly in accordance with the evaluation criteria and the terms and conditions set forth in the bidding documents. All bidders were afforded equal treatment and were evaluated uniformly under the prescribed criteria; no deviation from the evaluation criteria or violation of Rules 4, 29 or 30 has been established.

42. The Appellate Committee further observed that the Appellant had itself previously performed similar services at a lower rate (0.23%). The present challenge to slightly higher or comparable rates undermines the credibility of its argument regarding commercial impracticability.

43. In view of the foregoing, the Committee Appellate is of the view that the procurement process was conducted in accordance with the Public Procurement Rules, 2004, and the bidding documents. No illegality, procedural irregularity, or misprocurement has been established. Moreover the procuring agency shall take an undertaking from the successful bidder that the bidder will perform the contract as per the terms and conditions given in the contract as well as in the bidding documents. Furthermore, the successful bidder shall not charge any extra cost. Therefore, the Appeal is devoid of merit and is hereby **dismissed**.

  
(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:** 7<sup>th</sup> May, 2026

*Each page of the order has been signed by all members of the Committee. The order comprises thirty-one (31) pages.*