



**No. PPRA/AP-10/2026**  
Government of Pakistan  
**Public Procurement Regulatory Authority**  
**(Appeal & Review Petition Secretariat)**  
1<sup>st</sup> Floor, FBC Building, G-5/2, Islamabad  
<><><>

**ORDER**

M/s Mighty Corporation

**...the "Appellant"**

Vs.

Multan Electric Power Company Limited (MEPCO) & Another

**...the "Respondents"**

<b>Date of Hearing</b>  <b>05.05.2026</b>	Mr. Hassan Liaquat (Advocate), Mr. Tanveer Siddique, Mr. Mohsin Raza  <p style="text-align: right;"><b>(On behalf of Appellant)</b></p> <p><i>The learned counsel for MEPCO (Respondent No.1) appeared via Zoom</i></p> <p style="text-align: right;"><b>(On behalf of Respondent No. 1)</b></p> Mr. Muhammad Hanzala (Advocate), Mr. Anwar Jamal, Mr. Junaid Ashraf  <p style="text-align: right;"><b>(On behalf of Respondent No. 2 i.e., M/s Trace Engineering)</b></p>
---	--

**APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004 AGAINST THE DECISION OF GRIEVANCE REDRESSAL COMMITTEE (GRC) DATED 05-01-2026 [TENDER NO.76/26 FOR PROCUREMENT OF 11 KV UN-SWITCHED CAPACITOR BANK (450 KVAR)]**

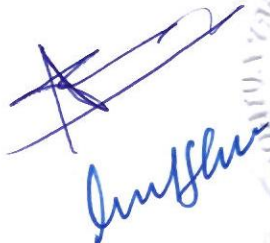
The Authority received an Appeal filed by M/s Mighty Corporation, through its authorised representative Mr. Khizar Hayat "the Appellant" on 02.02.2026 under Rule 48(7) of the Public Procurement Rules, 2004. The Authority on receipt of the Appeal issued notices to M/s Mighty Corporation, through its authorised representative Mr. Khizar Hayat ("Appellant"); Multan Electric Supply Company Limited (MEPCO), through its Chief Executive Officer; M/s Trace Engineering (the "Respondents"), wherein it was directed to appear in person or through their

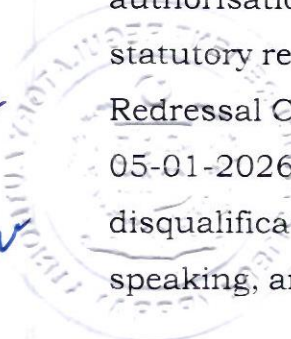
2  
nominated representatives or Counsel before the Authority on 05.05.2026 before the Appellate Committee in the Committee Room of Public Procurement Regulatory Authority (PPRA).

2. On the said date of hearing (05.05.2026), the representatives of the parties, i.e. M/s Mighty Corporation "Appellant"; Multan Electric Supply Company Limited (MEPCO); and M/s Trace Engineering "Respondents" 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 present complaint is being filed under Rule 48 of the Public Procurement Rules, 2004, read with Rule 30, 33 and 35, and Section 5 of the PPRA Ordinance, 2002, invoking the supervisory and regulatory jurisdiction of the Honourable Authority. Further submitted that the Respondent floated Tender No. 76/26 for procurement of 11Kv Un-Switched Capacitor Bank (450kV AR) under Single Stage One Envelope bidding procedure. The Appellant is a regular, established and approved supplier of electrical equipment to MEPCO, NTDC, NGC and other DISCOs, and has successfully supplied the very same item to MEPCO in the past. The previous supplies by the Appellant were inspected by authorised inspectors; accepted by MEPCO stores; entered into inventory; paid for without any objection regarding manufacturer authorisation or technical compliance.

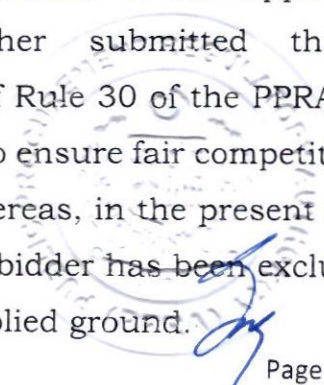
4. The representative of the Appellant further submitted that the Appellant was declared technically non-responsive, allegedly on the ground of non-submission of manufacturer authorisation. Being aggrieved, the Appellant invoked the statutory remedy and filed a formal grievance before the Grievance Redressal Committee (GRC). The GRC, vide impugned order dated 05-01-2026, rejected the grievance and upheld the technical disqualification. The impugned order is illegal, arbitrary, non-speaking, and unsustainable in law. The impugned decision dated

  
Amir Khan



05-01-2026 passed by the GRC is non-speaking, cryptic and devoid of reasons, in as much it neither discusses the documents placed on record by the Appellant nor addresses the specific objections raised in the grievance, thereby violating the Rule 35(4) of the PPRA Rules, 2004 and settled principles of natural justice which mandate that every administrative decision affecting rights must be supported by cogent reasons.

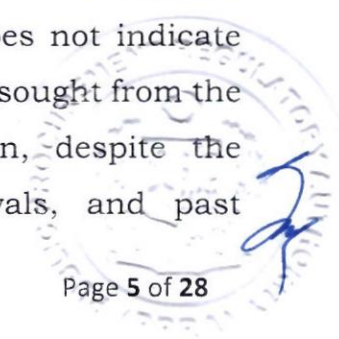
5. The representative of the Appellant further submitted that the GRC has failed to exercise its independent statutory jurisdiction under Rule 48, and has mechanically endorsed the findings of the Technical Evaluation Committee. Further added that the reliance placed on Clause 33.4 (h) of the bidding documents is misconceived, mechanical and legally unsustainable, as the GRC has failed to examine whether the said clause is applicable to a general order supplier with previously approved prototypes, nor has it determined whether past acceptance and inspection of identical supplies satisfied the alleged requirement of manufacturer authorisation. The impugned decision ignores the admitted fact that the Appellant has previously supplied the same item to MEPCO, which was duly inspected, accepted, entered into stores, and paid for without any objection, thereby creating a legitimate expectation that identical treatment would be accorded in the present procurement, which expectation has been arbitrarily defeated without assigning any lawful justification. Further added that the impugned decision constitutes a violation of Rule 35 of the PPRA Rules, 2004, as the evaluation process lacks transparency, objectivity and recorded reasoning, and no evaluation matrix or comparative analysis has been disclosed to justify the declaration of the Appellant as technically non-responsive. Further submitted that the Respondent has acted in violation of Rule 30 of the PPRA Rules, which obligates procuring agencies to ensure fair competition and equal opportunity to all bidders, whereas, in the present case an otherwise qualified and experienced bidder has been excluded on a hyper-technical and selectively applied ground.



6. The representative of the Appellant contended that the GRC has failed to consider that procurement conditions must be interpreted harmoniously with past consistent practices, statutory rules, and public interest, and cannot be enforced rigidly in isolation to defeat fair competition. Further added that three bidders participated in Tender No. 76/26, and the Appellant quoted the lowest price of Rs. 263,000/- per unit, which was substantially lower than the prices quoted by the other participating bidders, yet the Appellant was eliminated on a purely technical and hyper-formal ground, thereby defeating the objective of value for money and economy in public procurement. Further added that the Appellant's manufacturer previous prototype approval had expired on 03-08-2025, and the subsequent approval dated 12-11-2025 constituted a renewal / continuation of the same technical approval. The tender closed and was opened on 13-11-2025 at 11:45 am., and prior thereto, the Appellant's manufacturer M/s Siddique Sons Engineering (Pvt) Limited was already issued prototype approval letter by Chief Engineer (S7S) NGC dated 12-11-2025 but since the prototype approval letter was not received to Appellant before the tender submission deadline, so the Appellant attached the documentary evidence that the Appellant's manufacturer had already applied prototype renewal to relevant authority on 18-02-2025 as per Clause 33.4 (h), therefore, the Appellant fully satisfied the technical eligibility requirements on the crucial date of bid opening, rendering the declaration of technical non-responsiveness legally untenable.

7. The representative of the Appellant further contended that the prototype letter was issued by the Chief Engineer (S&S) NGC on 12-11-2025 to M/s Siddique Sons Engineering (Pvt) Limited of the tendered product, which shows that the manufacturer and the lawful custodian of this product is M/s Siddique Sons Engineering Pvt Limited and the Appellant had attached manufacturers authorisations of M/s Siddique Sons Engineering Pvt Limited in the bid fully complying bidding documents Clause 33.4 (h) 5 of Section 3 (Bid Data Sheet). That

under settled procurement principles, technical responsiveness is to be assessed with reference to the date and time of bid opening, and since the Appellant's manufacturer documentary evidence for renewal of prototype approval to the relevant authority was attached in the bid and valid manufacturer authorisation letter was also attached in the bid so the rejection of the Appellant on the ground of technical non-responsiveness is without lawful basis and suffers from non-application of mind. The elimination of the lowest bidder, despite fulfilment of technical requirements at the time of bid opening, artificially restricted competition among the three bidders and resulted in denial of maximum economy and efficiency, in violation of Rule 30 and Rule 35 of the PPRA Rules, 2004. The impugned action reflects disproportionate and rigid application of the technical conditions, without regard to the timing, substance, and purpose of the requirement, and has resulted in financial prejudice to the public exchequer, which the PPRA framework expressly seeks to prevent. The Evaluation Report prepared under Rule 35 of the PPRA Rules, 2004, is patently defective and legally unsustainable, in as much as the columns relating to technical marks and financial marks are shown as "N/A", which clearly demonstrates that no structured, measurable, or reasoned technical evaluation was carried out as mandated by law. The Evaluation Report does not record any bid wise technical deficiencies, observations, or comparative analysis, and merely labels the Complainant as "non-responsive" without assigning specific, itemised reasons, thereby violating the mandatory requirement of documented evaluation under Rule 35 (4). The Evaluation Report fails to disclose how Clause 33.4 (h) was applied, interpreted, or tested against the Complainant's bid documents, and no finding is recorded as to which document was missing, deficient, or non-compliant, rendering the evaluation arbitrary and opaque. The Evaluation Report does not indicate any clarification, verification, or confirmation was sought from the Appellant regarding manufacturer authorisation, despite the availability of prior approvals, prototype renewals, and past



accepted supplies, which reflects pre-determined exclusion rather than objective evaluation.

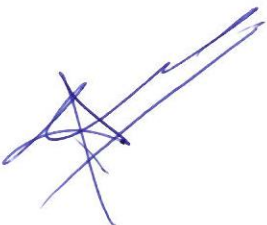
8. The representative of the Appellant further averred that the Evaluation Report does not contain any reference to the Complainants past performance record, previous purchase orders, inspection reports, or acceptance certificates, which are material considerations in technical responsiveness and could not have been ignored without recording reasons. Further added that the Evaluation Report is reduced to a conclusory document rather than an evaluative record, as it merely announces outcomes without demonstrating the reasoning process, which defeats the purpose of Rule 35 and renders the evaluation incapable of independent review by the GRC or the PPRA Authority. The evaluation report does not disclose what was evaluated, how it was evaluated, and why a bidder was rejected, is per se illegal, arbitrary, and violative of the transparency and accountability standards prescribed under the PPRA Regime.

9. The representative of the Respondent (MEPCO) submitted that the instant suit/application is legally and factually not maintainable in its present form and merits dismissal. The Appellant/Bidder, having suppressed and misstated material facts, has not approached this Hon'ble Authority with clean hands. Under Rule 18 of the PPRA Rules, 2004, the Company stands disqualified and the appeal is liable to be rejected. Further submitted that the Appellant/Bidder has failed to appreciate that the procurement process in question was governed strictly by the bidding documents and the applicable provisions of the 2004 Rules, and that every bidder was required to satisfy these mandatory requirements when submitting the bid. The several provisions of the 2004 Rules have been wrongly cited, misquoted and misconceived by the Appellant/Bidder in this appeal causing grave misconstruction and misreading of the law. The appeal is liable to be rejected.

10. The representative of the Respondent further submitted that the Appellant/Bidder submitted an authority letter from M/S Siddique Sons Engineering Pvt. Ltd. However, the actual manufacturer is M/S Xi'an Herong Mech-Electrical Engineering Co. Ltd. China. The Appellant failed to provide a direct authority letter from the official manufacturer and therefore failed to comply with a mandatory requirement of the bid contained in Clause 33.4(h)5 of the Bid Data Sheet. The Appellant/Bidder has not attached a valid Prototype Approval. Instead, an expired Prototype Approval of M/s Siddique Sons Engineering Put. Ltd was attached with the bid documents. The Appellant/Bidder does not have a Prototype Approval on its own, thereby violating Clause 33.4(h)6 of the Bid Data Sheet.

11. The representative of the Respondent contended that during the hearing of the Grievance Redressal Committee (GRC) dated 31.12.2025. Mr. Omer Ahmad Abbasi, Marketing Manager who represented the Appellant/Bidder, also issued manufacturer authorization letter No. 76/26 dated 13.11.2025 from M/s Siddique Sons Engineering Put Ltd relied on by the Appellant/Bidder. This meant that the same person was serving as Manager Marketing from M/s Siddique Sons Engineering Pvt. Ltd., thereby raising concerns of conflict of interest. It is also pertinent to mention that blacklisting proceedings have been initiated against M/s Siddique Sons Engineering Pvt. Ltd. The bid of the Appellant/Bidder has been rightly declared as technically non-responsive as they were unable to satisfy the mandatory requirements of submitting the bidding documents. Further submitted that the bid of the Appellant/Bidder has been evaluated in line with the bid document conditions and the grievance of the Appellant was duly heard has been dealt with under the PPRA Rules, 2004 (2004 Rules) vide decision dated 05.01.2026. The Appellant/Bidder has supplied similar capacitors to the Respondent in the past. However, this does not entitle the Appellant to submit incorrect and incomplete documents. Each tender is to be evaluated on its own terms and

*Imran*



the bidder must strictly comply with the mandatory requirements of the bidding documents. The Appellant was declared technically non-responsive because the Appellant has failed to comply with the mandatory requirements under the Bid Data Sheet. Furthermore, the bid of the Appellant was not declared non-responsive only on the ground of non-submission of manufacturer authorization. As is recorded in the bid evaluation report and the GRC decision dated 05.01.2026, the Appellant was declared technically non-responsive on two independent grounds:

- It did not attach direct authorization from the actual manufacturer, namely M/s Xi'an Herong Mech-Electrical Engineering Co. Ltd., China; and
- It did not attach valid prototype approval, and instead relied upon an expired prototype approval issued in the name of M/s Siddique Sons Engineering Pvt. Ltd.

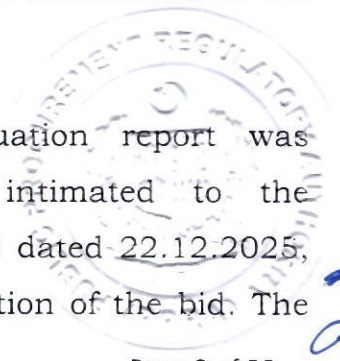
12. The representative of the Respondent contended that the grievance of the Appellant/Bidder was dealt with in line with the applicable PPRA Rules 2004. The Appellant's plea of a breach of Rule 35(4) is misconceived because the PPRA Rules, 2004 contain no sub-rule 35(4). Rules 35 of the 2004 Rules deals with the procedure related to the announcement of the Evaluation Reports. Therefore, the alleged breach is non-existent according to the 2004 Rules. Even if the Appellant/Bidder relies on the amended 2014 Rules, Rule 35(4) merely provides that bidders shall be promptly informed about rejection of the bids, which is wholly unrelated to the Appellant's argument about a "non-speaking, cryptic and devoid of reason" Order. In any event, the rejection of the bid was promptly communicated to the Appellant/Bidder in accordance with the 2014 Rules. Even otherwise, the evaluation report and communication to the Appellant/Bidder clearly disclosed the reasons for declaring their bid non-responsive. The Appellant was also afforded with a hearing opportunity before the GRC, after which the grievance was decided on the basis of the available record and tender conditions. The grievance was heard, the Appellant was

represented, and the matter was decided after carefully examining the available record. The Appellant had duly signed, stamped and agreed to the relevant Clause and was bound to submit the bid accordingly, which it failed to do leading to their bid being declared non-responsive.

13. The representative of the Respondent averred that the Appellant/Bidder had supplied the Respondent with the material before. However, those past supplies were made in circumstances where there was limited/no participation from other bidders and Respondent/MEPCO was facing shortage of the captioned material. Even otherwise, supplying the same material to the Respondent/MEPCO in the past does not entitle the Appellant to submit incorrect and incomplete documents. Each tender is to be evaluated on its own terms and the bidder must strictly comply with the mandatory requirements of the bidding documents. Furthermore, such past supplies do not create any vested right against the Respondent/MEPCO, nor do they amount to a relaxation of mandatory bidding requirements in subsequent procurements. Each tender constitutes an independent procurement process to be evaluated strictly in accordance with the bidding documents and the PPRA framework. In the instant tender, the Appellant was declared technically non-responsive on specific and recorded grounds, i.e., not having Authority Letter from the original manufacturer and having no Prototype Approval at the time of bid submission, as expressly reflected in the evaluation report and upheld by the GRC. Therefore, the mere fact that the Appellant supplied similar material to the Respondent/MEPCO in the past, even if under similar terms, does not entitle it to submit deficient/incorrect documentation in the present tender.



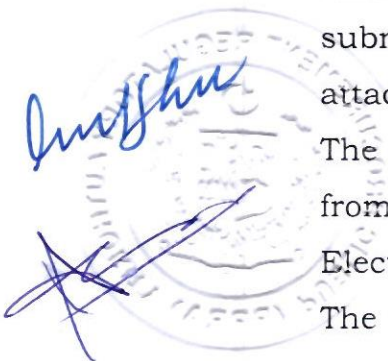
14. Further argued that the evaluation report was published to PPRA and was further intimated to the Complainant/Bidder vide letter No. 4775-79 dated 22.12.2025, which clearly recorded the reasons for rejection of the bid. The



3

evaluation was carried out in line with the bid document. Rule 30 requires that all bids be evaluated strictly in accordance with the evaluation criteria, terms, and conditions set forth in the bidding documents, and prohibits reliance on any undisclosed criterion. In the present case, the Appellant's bid was rejected due to absence of a valid authorization letter from the original manufacturer and submission of an expired prototype approval. The Appellant's reliance of Rule 30 is therefore misconceived and fully validates the evaluation conducted by the Respondent/MEPCO. In fact, another bidder, namely M/s FICO Hi-Tech Put. Ltd., was also declared non-responsive on substantially similar grounds (not having authority letter from the manufacturer & non-attachment of Prototype approval), demonstrating uniform application of the bidding criteria.

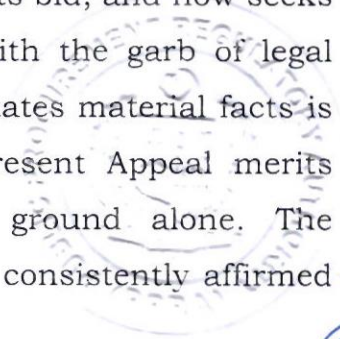
15. The representative of the Respondent further submitted that the Complainant/Bidder does not have the prototype approval itself. The expired prototype approval submitted by the Complainant/Bidder was in the name of M/s Siddique Sons Engineering Pvt. Ltd. The GRC, comprising of Senior Officers, therefore committed no error in holding that the Appellant/Bidder had not fulfilled the requirement(s) in submitting the bidding documents. Hence, there is no ambiguity in their decision dated 05.01.2026. The Appellant/Bidder quoted the lowest price for the tender. However, the requirements of the bidding documents also had to be fulfilled. Since the Appellant failed to meet the mandatory conditions of the bid documents, it was rightly declared technically non-responsive notwithstanding its lower quoted rate. Since the Appellant/Bidder does not have a Prototype Approval itself, no discussion arises relating to the submitted expired Prototype Approval or any alleged renewal attached belonging to M/s Siddique Sons Engineering Pvt. Ltd. The Appellant/Bidder does not have the Authorization. Letter from the original manufacturer (M/S Xi'an Herong Mech-Electrical Engineering Co. Ltd. China), as has been stated above. The said renewal of the Prototype Approval attached by the



Appellant/Bidder belonged to M/s Siddique Sons Engineering Pvt. Ltd, and therefore cannot be relied upon by the Appellant. The elimination of the Appellant was in accordance with the bid document conditions. The Appellant's claim regarding the appearance of 'N/A' in the technical and financial columns is misconceived, as marks are required where procurement is processed under Single Stage Two Envelope procedure, whereas the instant tender was floated and evaluated under Single Stage-One Envelope procedure and, therefore, no such marking was required. The evaluation report also expressly states that the Appellant did not have authority letter from the manufacturer and had not attached valid Prototype Approval. The Evaluation Report expressly and clearly stated that the bid of the Appellant/Bidder was declared as technically non-responsive due to non-having Authority Letter from Manufacturer and that the Appellant/Bidder has no Prototype Approval. The Evaluation Committee was under no obligation to seek post-bid clarification, verification or confirmation from the Appellant/Bidder.

16. The representative of the Respondent further submitted that the bid conditions were applied equally. Another bid of M/s FICO Hi-Tech Put. Ltd was also declared as technically non-responsive on substantially similar grounds.

17. The representative of the Respondent (M/s Trace Engineering & Consultant) submitted that the instant Appeal is devoid of merit, legally untenable, and factually misconceived. The Appellant approaches this Honorable Authority with unclean hands, having suppressed material facts, misrepresented the legal character of documents submitted in its bid, and now seeks to clothe a fundamentally deficient bid with the garb of legal legitimacy. A party that conceals and misstates material facts is disentitled to equitable relief, and the present Appeal merits outright dismissal on this preliminary ground alone. The Honorable Supreme Court of Pakistan has consistently affirmed



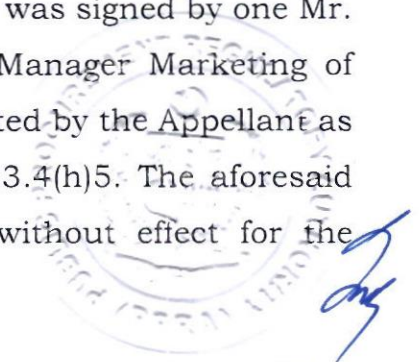
that courts and tribunals must exercise their discretion in favor of parties who approach with clean hands and full disclosure. Further submitted that the Appellant's bid was declared technically non-responsive by the Evaluation Committee on two specific, independent, and separately recorded grounds, each of which is fully supported by the mandatory conditions of the Bidding Documents, the Evaluation Report No. 4775-79 dated 22.12.2025, and the GRC decision dated 05.01.2026. Both grounds are absolute and dispositive: the failure of either, standing alone, is sufficient to sustain the finding of technical non-responsiveness. The Appeal must, therefore, fail in its entirety.

18. Further submitted that this Respondent adopts and endorses the position advanced by the Procuring Agency (MEPCO), and supplements the same with independent legal and factual contentions directed specifically at the two cardinal deficiencies in the Appellant's bid. The position of this Respondent is that the Evaluation Committee committed no error, the GRC exercised its jurisdiction with care and propriety, and the impugned decision is unimpeachable. The Appellant is estopped from challenging the mandatory conditions of the Bidding Documents at this stage. By submitting a bid in response to the tender, the Appellant unconditionally agreed to and was bound by all conditions of the Bidding Documents, including the mandatory qualification requirements. The Appellant signed, stamped and submitted its bid with full knowledge of Clauses 33.4(h)5 and 33.4(h)6 of the Bid Data Sheet, without raising any objection at the pre-bid stage. It cannot now repudiate the very conditions it voluntarily accepted.

19. The representative of the Respondent further submitted that Clause 33.4(h)5 of the Bid Data Sheet (BDS) at Page 57 of 122 of the Bidding Documents mandates, in no uncertain terms, the submission of a "Copy of Authorization Letter from Manufacturer if the participant firm is supplier only"

where the participating firm is a supplier only. ITB Clause 13.3(a) further requires that a Bidder offering goods it did not manufacture shall have been "duly authorized by the goods' Manufacturer or producer to deliver the goods in Pakistan." The expression Manufacturer in these clauses admits of no ambiguity whatsoever. It refers to the entity that actually manufactures the product not any intermediary, distributor, or local supplier. The mandate for a direct, unmediated authorization running from the manufacturer to the bidder is the cornerstone of this eligibility condition. The actual and undisputed manufacturer of the II KV Un-Switched Capacitor Banks (450 KVAR) is M/s Xi'an Herong Mech-Electrical Engineering Co. Ltd. (Herong Electric Co., Ltd.), China. This is established not by the Respondent's assertions but by the Appellant's own bid documents at page 183 of the appeal copy. The NTDC Prototype Approval Letter dated 04.08.2022 (CE/S&S/NTDC/LHR-245/3867-3869) explicitly records that the prototype samples approved belonged to the make of "M/s Herong Electric Capacitor Co. Ltd., China." The Herong authorization letter accompanying the Appellant's bid is signed by one Zhu Hao in the capacity of Manager, Overseas Business, Herong Electric Co., Ltd. further confirming the identity of the actual manufacturer beyond all doubt.

20. Further submitted that the Appellant did not attach a direct authorization from M/s Herong Electric, China to itself. Instead, the Appellant submitted an Authorization Letter dated 13.11.2025 bearing No. 76/26, issued by M/s Siddique Sons Engineering (Pvt.) Ltd. a Pakistani entity purporting to authorize Mighty Corporation to submit a bid and sign a contract for the supply of these capacitor banks. The letter was signed by one Mr. Omer Ahmad Abbasi in the capacity of Manager Marketing of Siddique Sons. This document was presented by the Appellant as discharging its obligation under Clause 33.4(h)5. The aforesaid authorization is null, void, and legally without effect for the



following well-founded reasons, each of which is independently sufficient:



a. Siddique Sons is a local distributor/supplier it is not and has never been the manufacturer of this product: M/s Siddique Sons Engineering (Pvt.) Ltd. holds a WAPDA-approved pre-qualification as a manufacturer/supplier of switchgear and related equipment. However, in the context of this specific product 11 KV Un-Switched Capacitor Banks Siddique Sons' approved status is that of a supplier of Herong Electric's Chinese-manufactured capacitor banks. Siddique Sons does not own a manufacturing facility for this product, does not hold proprietary rights over its design, and does not produce it. The NTDC Prototype Approval conferred upon Siddique Sons expressly records the make as "Herong Electric Co., Ltd., China" meaning the approval pertains to the Chinese-manufactured product, not to any product manufactured by Siddique Sons independently. A party that does not manufacture a product is, as a matter of elementary commercial law, entirely incapable of issuing a 'Manufacturer's Authorization' for that product. Such a document is, at law, a misrepresentation of the authorizing party's capacity and authority.

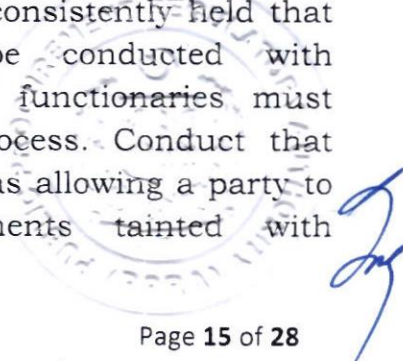
b. A chain/sub-authorization is impermissible under the Bidding Documents and under general procurement law: The bidding documents require a direct, first-degree authorization running from the manufacturer to the bidding entity. The Appellant's chain of authorization is: Herong Electric (China) Siddique Sons (Pakistan) Mighty Corporation. There is no authorization in the Herong-to-Mighty direction. Herong issued an authorization in favour of Siddique Sons alone; it is Siddique Sons that then purportedly re-authorized Mighty Corporation. This multi-layered, delegated sub-authorization is entirely foreign to the scheme of the Bidding Documents, which contemplate a single, direct, manufacturer-to-bidder authorization. The bidding document requirement of a Manufacturer's Authorization is not a condition capable of satisfaction by sub-delegation or derivative commercial arrangement. To permit such a construction would be to transform a primary



obligation into a secondary, easily circumvented formality thereby defeating its protective purpose.

c. The Herong authorization was issued to Siddique Sons not to Mighty Corporation: The authorization letter from Herong Electric Co., Ltd. (signed by Zhu Hao) the only genuine manufacturer's authorization in the bid file was issued exclusively in favour of M/s Siddique Sons Engineering (Pvt.) Ltd., authorizing Siddique Sons to submit the bid. Mighty Corporation had no direct privity of authorization with Herong Electric whatsoever. This fact, alone and without more, renders the Appellant's bid non-compliant with Clause 33.4(h)5. The bidding documents require the authorization to run to the bidding entity and the bidding entity here is Mighty Corporation, not Siddique Sons.

d. The same individual acting for both the authorizing and the authorized entity renders the document commercially and legally suspect: It has been placed on record and this fact is neither disputed nor disputable that Mr. Omer Ahmad Abbasi, who signed the Authorization Letter dated 13.11.2025 as Manager Marketing of Siddique Sons Engineering (Pvt.) Ltd., is the very same individual who appeared before the GRC on 31.12.2025 as the representative of the Appellant, Mighty Corporation, also in the capacity of its Manager Marketing. It is axiomatic that an authorization is a legal transaction between two distinct and independent parties. When one and the same individual simultaneously occupies the role of the authorizing party's representative and the authorized party's representative, the document cannot be regarded as a genuine, arms-length commercial authorization. It is, rather, a self-serving instrument created without any genuine independent corporate will representing, at best, an impermissible conflict of interest and, at worst, a fraudulent misrepresentation of authority. The Honorable Supreme Court has consistently held that public procurement must be conducted with transparency and that public functionaries must ensure the integrity of the process. Conduct that undermines this integrity such as allowing a party to participate through arrangements tainted with



conflicts of interest is directly at odds with the PPRA framework.

e. Blacklisting proceedings against Siddique Sons further vitiate the validity of the authorization: The procuring agency has placed on record (Annexure-A to MEPCO's reply) that show cause proceedings for persistent non-performance have been initiated against M/s Siddique Sons Engineering (Pvt.) Ltd. vide notice dated 19.11.2025 issued barely 25 days before the tender opening on 13.11.2025. A party against whom blacklisting proceedings are pending is neither commercially reliable nor legally trustworthy as an authorizing entity for public procurement purposes. Any authorization flowing from such an entity cannot confer credible supplier standing upon the Appellant and must be treated as devoid of the commercial substance and institutional credibility that Manufacturer's Authorizations are designed to embody.

21. The representative of the Respondent further contended that the principle of strict compliance with mandatory bidding conditions is firmly embedded in Pakistani jurisprudence. The Honorable Supreme Court of Pakistan, in many held that the terms and conditions of a tender notice are binding upon all bidders and must be strictly complied with, and that a procuring agency is entitled to hold bidders to the terms they have agreed to and reject non-compliant bids. This foundational principle has been consistently reaffirmed. Similarly, the Islamabad High Court in Muhammad Ramzan & Company v. Federation of Pakistan (NHA) (2024 CLC 1394 Islamabad) upheld the authority's action against a bidder who had failed to comply with mandatory tender requirements, holding that non-compliance with mandatory conditions is fatal to a bid, regardless of other considerations. In the present case, the mandatory requirement of a direct Manufacturer's Authorization from the actual manufacturer was not merely an administrative formality it was a substantive condition going to the root of the Appellant's technical eligibility. Its absence renders the bid irretrievably non-responsive.

22. Further argued that the Appellant's plea that it was a "general order supplier" and that Siddique Sons was its manufacturer, and that it accordingly met the authorization requirement, is a circular and self-defeating argument. Even if Siddique Sons were correctly characterized as the Appellant's manufacturer (which it is not), Clause 33.4(h)5 would still require an authorization from that manufacturer running directly to the Appellant in the form prescribed by the standard form at Section VI of the Bidding Documents (page 76 of 122 BD). The standard form requires: "We [name of Manufacturer] ... do hereby authorize [name of Bidder] to submit a Bid..." a form that must be signed by the manufacturer itself, not by a downstream distributor re-authorizing another distributor. The Appellant has not filed any document from Herong Electric in its favour in the form required. Its non-compliance with this mandatory condition is complete and absolute.

23. The representative of the Respondent averred that Clause 33.4(h)6 of the Bid Data Sheet, read with Section VI Document Sr. No. 6, provides in express and unequivocal terms: "Copy of valid Prototype Approval (if applicable) from Chief Engineer (S&S) NTDC/WAPDA (expired prototype approval on bid opening date will lead to non-responsiveness of bidder.....)..." Two conditions are thus mandated: (i) the Prototype Approval must be valid on the date of bid opening; and (ii) it must be attached with the bid at the time of submission. These are conjunctive requirements both must be satisfied simultaneously. The plain language of the clause forecloses any argument based on substantial compliance, renewal applications, or third-party approvals. Further submitted that the M/s Mighty Corporation does not possess, and has never possessed, any Prototype Approval in its own name from the Chief Engineer (S&S) NTDC, NGC, or any other competent authority for 11 KV Un-Switched Capacitor Banks (450 KVAR) or any other product. The Appellant is a general order supplier it neither manufactures products nor subjects them to type testing and prototype approval. This

fundamental fact is not in dispute and is established from the Appellant's own bid documents and admissions in its grievance petition. The Prototype Approval upon which the Appellant seeks to rely the approval issued vide Letter No. CE/S&S/NTDC/LHR-245/3867-3869 dated 04.08.2022 was issued exclusively to M/s Siddique Sons Engineering (Pvt.) Ltd., a separate and distinct legal entity, with a specific three-year validity expiring on 03.08.2025 i.e., more than three months and ten days before the tender opening date of 13.11.2025. The Clause unambiguously states that an expired prototype approval on bid opening date will lead to non-responsiveness. No qualification, exception, or saving clause is made for 'pending renewal' or 'renewal applied for'. The draftsmen of the Bidding Documents, well-versed in procurement requirements, used plain and exact language and that language must be given its plain effect.

24. Further highlighted that the renewal Prototype Approval Letter dated 12.11.2025, issued by the Chief Engineer (S&S) NGC to M/s Siddique Sons Engineering (Pvt.) Ltd., provides no relief to the Appellant for the following distinct reasons:

a. The renewal letter was issued to Siddique Sons, not to Mighty Corporation. It is an approval belonging to a separate legal person. A Prototype Approval is not a negotiable instrument or a transferable commercial license it is a regulatory certification granted by a technical authority to a specific entity upon examination of prototype samples submitted by that entity. The NTDC/NGC does not certify any entity other than the applicant. No private authorization letter can transfer such a regulatory certificate to a third party.

b. The Appellant's own grievance petition, filed on 26.12.2025, candidly admits that "the prototype approval letter was not received to Appellant before the tender submission deadline." The Appellant attached only: (i) an undertaking by Siddique Sons that it would submit the prototype approval before supply; and (ii) documentary evidence that Siddique Sons had filed a renewal request on 18.02.2025. Neither of these constitutes a "copy of valid Prototype Approval" as

required by Clause 33.4(h)6. A pending application is not an approval. An undertaking to submit is not a certificate. These are categorical conceptual differences that the Appellant attempts to elide, but which admit of no legal ambiguity.

c. The NGC renewal letter dated 12.11.2025 was issued one day before the tender opening of 13.11.2025 and the Appellant admits it did not receive this letter before the bid submission deadline. The evaluation of bids is to be conducted strictly on the basis of documents submitted at the time of bid opening, not on documents that may become available after the fact or that may be acquired subsequently. Rule 30 of the PPRA Rules, 2004 mandates that "all bids be evaluated strictly in accordance with the evaluation criteria, terms, and conditions set forth in the bidding documents." Post-bid changes or cures are not permissible.

d. That the Appellant urges, with considerable tenacity, that the NGC's approval to Siddique Sons establishes that Siddique Sons is the "manufacturer and lawful custodian of the product, and that its authorization to Mighty Corporation was therefore sufficient. This argument is, with respect, a non sequitur. The issue is not whether Siddique Sons has a prototype approval it is whether Mighty Corporation has one. The Appellant concedes it does not. The Clause requires the bidder to attach its own Prototype Approval, not to prove that some entity in a chain of relationships holds one. No principle of commercial law, agency law, or procurement law permits a bidder to substitute another entity's regulatory certification for its own.

*Amflur*

e. That the profound importance of the Prototype Approval requirement must be fully appreciated. Public procurement of technical electrical equipment particularly 11 KV Capacitor Banks deployed across MEPCO's distribution network involves critical safety and performance considerations. The Prototype Approval requirement exists to ensure that the equipment has been independently tested and found to conform to WAPDA/NTDC specifications, and that the entity actually supplying the equipment has the technical credibility and product responsibility that such certification confers. Permitting a general order

supplier with no prototype approval to participate in such procurement on the strength of another entity's approval held in that entity's name would entirely defeat the protective and quality-assurance purpose of this requirement and expose the public exchequer to the risk of unqualified and untested supplies.

25. The representative of the Respondent further submitted that on the plea of 'legitimate expectation' arising from past supplies: The Appellant argues that its previous supplies of 11 KV Capacitor Banks to MEPCO which were accepted, inspected, and paid for give rise to a legitimate expectation of identical treatment in the present procurement. This argument is fundamentally misconceived in law. Each public tender is an independent procurement process, governed by its own specific Bidding Documents, evaluated on its own terms, and subject to the conditions in force at the time. No amount of prior dealing between a supplier and a procuring agency creates a vested right that overrides mandatory eligibility conditions. As this Honorable Authority has itself held in multiple decisions and as affirmed by superior courts past performance, howsoever consistent, does not entitle a bidder to bypass mandatory conditions in a new procurement. The principle of each tender being an independent process is not a mere formality; it is the structural guarantee of fair competition under the PPRA framework.

26. Further argued that on the plea of being the lowest bidder: The Appellant makes much of the fact that it submitted the lowest price of Rs. 263,000/- per unit. This submission is irrelevant in law and in practice. Under the PPRA Rules, 2004 and the unvarying principle affirmed by Pakistani courts, technical qualification is a threshold requirement that must be satisfied before any bid may enter financial evaluation. A bid that fails mandatory technical conditions is simply not before the evaluation committee for price consideration. The public procurement must be governed by the rule of law, not by the arithmetic of price. Awarding a contract to a non-compliant bidder

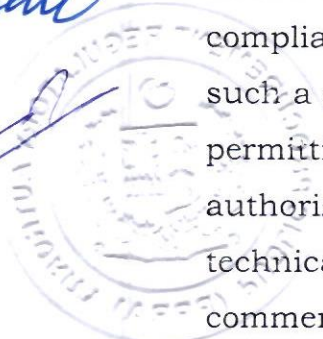
merely because it quoted a lower price would be to subordinate legal compliance to commercial expediency an outcome incompatible with the PPRA Ordinance 2002 and the constitutional guarantee of transparent, fair, and lawful public procurement under Article 18 read with the fundamental rights of other compliant bidders.

27. Further submitted that on the plea that the evaluation was discriminatory and non-transparent: The Appellant's allegation of discriminatory treatment is directly contradicted by the evaluation record. The Evaluation Report demonstrates that M/s FICO Hi-Tech Pvt. Ltd. was also declared technically non-responsive on substantially similar grounds absence of manufacturer's authorization and absence of prototype approval. Both bidders were subjected to identical scrutiny under identical conditions. This conclusively establishes that the evaluation criteria were applied uniformly, without favor or discrimination. The transparency in procurement requires equal application of evaluation criteria to all bidders and that is precisely what occurred here.

28. Further submitted that on the challenge to the Evaluation Report on the ground that technical and financial columns show 'N/A': This argument is answered completely by reference to the nature of the procurement. Tender No. 76/26 was conducted under the Single Stage One Envelope procedure. Under this procedure, no separate technical scoring or financial proposal marking system is employed. Bids are evaluated for technical compliance (responsive/non-responsive) and the responsive bid with the lowest evaluated cost is declared Most Advantageous. The 'N/A' entries in the relevant columns of the Evaluation Report are procedurally accurate and constitute no error. The Evaluation Report clearly and specifically records, for each non-responsive bidder, the precise grounds of non-responsiveness satisfying the requirements of Rule 35 of the PPRA Rules, 2004. On the allegation that the GRC decision is 'non-speaking' and devoid of

reasons: The GRC decision dated 05.01.2026 is founded upon the Evaluation Report No. 4775-79 dated 22.12.2025, which is explicitly incorporated by reference and which provides specific, itemized reasons for declaring the Appellant's bid non-responsive. A GRC decision that adopts and upholds a well-reasoned Evaluation Report cannot be characterized as non-speaking or arbitrary. A body exercising quasi-judicial procurement review functions acts within its jurisdiction when it decides on the basis of the record and the governing bidding conditions. The GRC in the present case did precisely that. On the reliance upon the principle of proportionality: The Appellant invokes proportionality to argue that it should not be excluded on hyper-technical grounds. This argument is a device to circumvent mandatory legal requirements under the guise of equity. It is well established in Pakistani procurement jurisprudence as in comparative jurisdictions that mandatory conditions of bidding documents cannot be waived on grounds of proportionality or public interest. The bidding documents here explicitly stipulate that an expired prototype approval, or the absence of a direct manufacturer authorization, leads to non-responsiveness. The drafters left no room for equitable discretion. To override this in the name of proportionality would be to re-write the bidding document a power this Honorable Authority does not possess and should not exercise.

29. The representative of the Respondent contended that this Respondent, as the Most Advantageous Bidder in Tender No. 76/26, has a direct and vital interest in the integrity of the evaluation process and in the proper application of the PPRA Rules. The present proceedings represent a challenge by a non-compliant bidder to set aside a lawful procurement outcome. If such a challenge were to succeed, it would establish a precedent permitting general order suppliers without manufacturer authorization and without prototype approvals to participate in technical electrical procurement through the vehicle of commercially connected intermediaries and chain authorizations



a result that would fundamentally compromise product quality, safety standards, and public confidence in procurement processes. The fundamental principle of Pakistani procurement law, affirmed time and again by the superior courts and consistently maintained by this Honorable Authority, is that the bidding documents constitute the charter of the procurement process, and every bidder who participates does so on the terms of that charter. A bidder who knowingly submits a non-compliant bid substituting a distributor's letter for a manufacturer's authorization, and attaching an expired approval belonging to another entity cannot subsequently invoke equity, proportionality, or past relationship to escape the legal consequence of its non-compliance. The GRC decision dated 05.01.2026 is a considered, well-reasoned, and legally correct decision, fully supported by the bidding documents and the applicable PPRA Rules. It merits confirmation, not interference.

30. The Appellate Committee has heard the learned representatives of the Appellant, the Procuring Agency, and Respondents at length, and has carefully examined the controversy in light of the applicable provisions of the Public Procurement Rules, 2004, the bidding documents, the Technical Evaluation Report, the impugned decision of the Grievance Redressal Committee ("GRC"), and the submissions advanced by the parties.

31. 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

*Insuffu*

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.

32. 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.

33. Clause 33.4 (h) (clause 5 and 6) of the Bid Data Sheet of the bidding documents states:

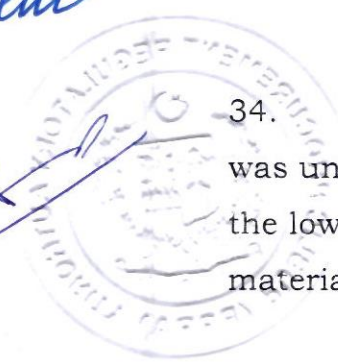
5. Copy of authorisation letter from manufacturer if the participant firm is supplier only.

6. Copy of valid prototype approval (if applicable) from Chief Engineer (S&S) NTDC WAPDA (expired prototype approval on bid opening dated will lead to non-responsiveness of the bid. However, if renewal applied then documentary evidence must be attached.

34. The principal grievance of the Appellant is that its bid was unlawfully declared technically non-responsive despite being the lowest quoted bid and despite its previous supplies of similar material to the Procuring Agency. The Appellant has further

*Amjad*

*[Handwritten signature]*



*[Handwritten signature]*

assailed the decision of the GRC on the grounds that the same is arbitrary, non-speaking, discriminatory, and violative of Rules 30 and 35 of the Public Procurement Rules, 2004.

35. Conversely, the Procuring Agency and the Respondents have maintained that the Appellant failed to comply with mandatory requirements of the bidding documents, particularly Clause 33.4(h)(5) and Clause 33.4(h)(6) of the Bid Data Sheet, and was therefore rightly declared technically non-responsive. It has further been argued that the bid was rejected on two separate and independent grounds, namely: (i) non-submission of a direct authorization from the actual manufacturer; and (ii) failure to furnish a valid prototype approval at the time of bid opening.

36. The Appellate Committee has carefully considered the submissions. The record reveals that Tender No. 76/26 was floated under Single Stage One Envelope procedure for procurement of 11KV Un-Switched Capacitor Banks (450 KVAR). The bidding documents formed the governing charter of the procurement process and all bidders were mandatorily required to comply with the eligibility conditions stipulated therein.

37. Rules 29 and 30 of the Public Procurement Rules, 2004 unequivocally require that bids be evaluated strictly in accordance with the evaluation criteria and conditions prescribed in the bidding documents. It is a settled principle of procurement law that the procuring agency can relax or waive mandatory conditions after submission of bids, as doing so would compromise transparency, equal treatment and fairness in public procurement.

38. Clause 33.4(h)(5) of the Bid Data Sheet expressly required submission of a "Copy of authorization letter from manufacturer if the participant firm is supplier only." The record demonstrates that the actual manufacturer of the tendered goods was M/s Xi'an Herong Mech-Electrical Engineering Co. Ltd., China. However, the Appellant did not furnish a direct

*Surflaw*

authorization issued by the said manufacturer in its favour. Instead, the Appellant relied upon an authorization letter issued by M/s Siddique Sons Engineering (Pvt.) Limited. The Appellate Committee finds merit in the contention of the Respondents that M/s Siddique Sons Engineering (Pvt.) Limited was not the actual manufacturer of the tendered goods and, therefore, could not substitute the mandatory requirement of a direct manufacturer authorization contemplated under the bidding documents. The chain or derivative authorization relied upon by the Appellant cannot be treated as compliance with Clause 33.4(h)(5), which clearly envisaged authorization directly emanating from the original manufacturer.

39. Likewise, Clause 33.4(h)(6) of the Bid Data Sheet required submission of a "Copy of valid prototype approval," while further stipulating that "expired prototype approval on bid opening date will lead to non-responsiveness of the bid. However, if renewal applied then documentary evidence must be attached." The Committee observes that the prototype approval attached with the Appellant's bid had admittedly expired on 03.08.2025, prior to the bid opening date of 13.11.2025. Although the Appellant contended that renewal had already been applied for and that documentary evidence in this regard had been furnished, the fact remains that no valid prototype approval in the name of the Appellant was available on the date of bid opening. Furthermore, the subsequent renewal/prototype approval dated 12.11.2025 was admittedly issued in favour of M/s Siddique Sons Engineering (Pvt.) Limited and not in favour of the Appellant itself.

40. The Appellate Committee is unable to accept the Appellant's contention that the approval granted to another legal entity could be treated as sufficient compliance by the Appellant. Prototype approval is a technical certification granted to a specific entity and cannot automatically be transferred, assigned or relied upon by another bidder in the absence of express authorization within the bidding framework. The conditions of the bidding

documents were clear, mandatory and unambiguous, and the Procuring Agency was bound to apply them uniformly to all participants.

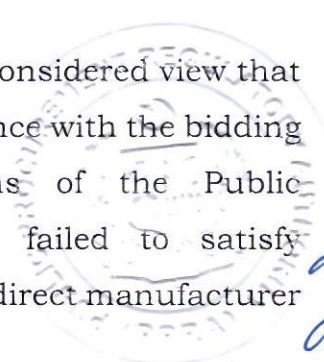
41. The plea of the Appellant regarding previous successful supplies to the Procuring Agency is also misconceived. Each procurement process is independent and must be evaluated strictly in accordance with the bidding documents governing that particular tender. Past participation or prior supplies cannot create a vested right in favour of a bidder nor can they override mandatory tender conditions. Similarly, the argument that the Appellant was the lowest bidder cannot advance its case, as financial evaluation becomes relevant only after a bidder is found technically responsive. A non-responsive bid cannot be considered merely on account of a lower quoted price.

42. The Appellate Committee also finds no substance in the allegation of discriminatory treatment. The record shows that another bidder, namely M/s FICO Hi-Tech (Pvt.) Limited, was likewise declared technically non-responsive on substantially similar grounds. This demonstrates that the evaluation criteria were applied uniformly and without discrimination.

43. The Appellate Committee has also examined the impugned decision of the GRC and does not find the same to be arbitrary or without lawful basis. The GRC considered the grievance petition, examined the record and upheld the findings of the Evaluation Committee in accordance with the bidding documents and the applicable procurement rules. Merely because the decision is adverse to the Appellant does not render it illegal or non-speaking.

44. The Appellate Committee is of the considered view that the Procuring Agency acted strictly in accordance with the bidding documents and the applicable provisions of the Public Procurement Rules, 2004. The Appellant failed to satisfy mandatory eligibility requirements relating to direct manufacturer

*Amir Khan*  
~~\_\_\_\_\_~~



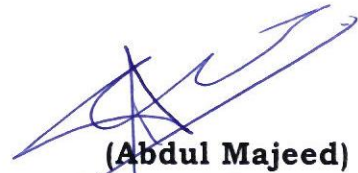
*[Handwritten signature]*

authorization and valid prototype approval. These deficiencies were substantive in nature and rendered the bid technically non-responsive. The Appellate Committee holds that the bids were evaluated in accordance with the criteria set forth in the bidding documents. No violation of Rules 29 or 30 of the Public Procurement Rules, 2004 has been established.

45. In view of the foregoing reasons, the Appeal filed by M/s Mighty Corporation is found to be devoid of merit and is hereby **dismissed**. The decision of the Grievance Redressal Committee dated 05.01.2026, as well as the Technical Evaluation Report issued by the Procuring Agency, are upheld.



**(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:** 9<sup>th</sup> June, 2026

*Each page of the order has been signed by all members of the Committee. The order comprises twenty-eight (28) pages.*

