



No. PPRA/AP-11/2026
Government of Pakistan
Public Procurement Regulatory Authority
(Appeal & Review Petition Secretariat)
1st Floor, FBC Building, G-5/2, Islamabad
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ORDER

M/s Indusmens Corporation (Pvt.) Ltd.

...the "Appellant"

Vs.

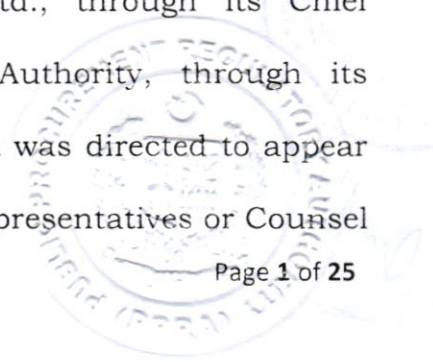
Port Qasim Authority

...the "Respondent"

Date of Hearing 02.04.2026	Mr. Afzalur Rahman (CEO) <i>(On behalf of Appellant)</i>
	Mr. Shahnawaz Mangrio (Secretary PQA) [attended via Zoom] <i>(On behalf of Respondent)</i>

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

The Authority received an Appeal filed by M/s Indusmens Corporation (Pvt.) Limited, through its authorised representative Mr. Afzalur Rahman "the Appellant" on 03.02.2026 under Rule 48(7) of the Public Procurement Rules, 2004. The Authority on receipt of the Appeal issued notices to M/s Indusmens Corporation (Pvt.) Ltd., through its Chief Executive ("Appellant"); Port Qasim Authority, through its Secretary (the "Respondent"), wherein it was directed to appear in person or through their nominated representatives or Counsel



before the Authority on 02.04.2026 before the Appellate Committee in the Committee Room of Public Procurement Regulatory Authority (PPRA).

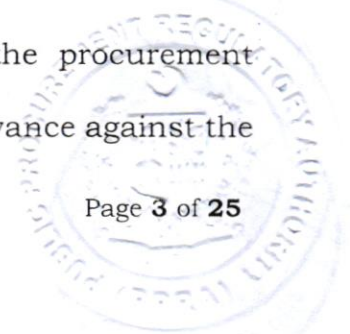
2. On the said date of hearing (02.04.2026), the representatives of the parties appeared before the Committee and presented their arguments at length.

3. The representative of the Appellant submitted that Rule 48 (3) of the Public Procurement Rules, 2004 requires a bidder to "lodge a written complaint" within seven days of the announcement of the Technical Evaluation Report. The Rule does not prescribe any exclusive mode of submission, nor does it restrict lodging of a grievance to physically delivery or E-PADS upload only. Further submitted that the Appellant lodged its written grievance by email on 14th January 2026, i.e., within the statutory seven-day period calculated from the date of uploading of the Technical Evaluation Report on the PPRA e-PAD platform on 07 January, 2026. The GRCs refusal to recognise electronic lodgement constitutes a misinterpretation of Rule 48 (3) and renders the impugned decision legally unsustainable.

4. The representative of the Appellant further submitted that the Electronic Transaction Ordinance, 2002 accords full legal validity to electronic records and communications. A grievance reduced to writing and transmitted electronically cannot be

denied legal effect merely on account of its electronic form. The GRCs insistence on physical receipt or e-PAD upload as the sole determinant of timelines is contrary to law, inconsistent with the PPRA's own e-procurement framework, and defeats the purpose of electronic grievance. Further added that PQA communicated the technical disqualification to the Appellant vide letter dated 12 January 2026, although the Technical Evaluation Report had already been uploaded on 07 January 2026. This conduct compressed the effective grievance window available to the Appellant and was entirely within the control of the procuring agency. It is a settled principle of law that no party can be allowed to take advantage of its own wrong, and the Appellant cannot be penalized for delays attributable to PQA.

5. The representative of the Appellant further submitted that upon lodging of a grievance against a Technical Evaluation Report, Rule 48 (4) mandates suspension of procurement proceedings, and Rule 48(6) mandates adjudication of the grievances on merit within ten days. Further added that the GRC neither suspended the procurement proceedings nor examined the grievance on merit, thereby failing to exercise jurisdiction vested in it by law. The impugned decision is therefore vitiated by jurisdictional error and abdication of statutory duty. Further added that the GRCs recommendation that the procurement process may proceed, despite pendency of a grievance against the



Technical Evaluation Report, is ex facie illegal and in direct violation of mandatory Rule 48(4). Such recommendation is void ab initio, without lawful authority, and incapable of conferring legitimacy on further procurement actions.

6. The representative of the Appellant further submitted that even if, for the sake of argument only and without conceding, the date of physical delivery of the grievance petition, i.e., 15 January, 2026, were to be treated as the relevant date for computation of the statutory timeline, the grievance would still be within time. Further submitted that the Technical Evaluation Report was uploaded on the PPRA E-PADS platform on 07 January, 2026. In accordance with the principles of computation of time under the General Clauses Act, 1897, where an act is required to be done within a specified number of days, the day from which the period is to be reckoned is to be excluded. Excluding 07 January, 2026, the seven-day period would commence from 08 January, 2026, and when computed in accordance with law, 15 January, 2026 would still fall within the permissible statutory period.

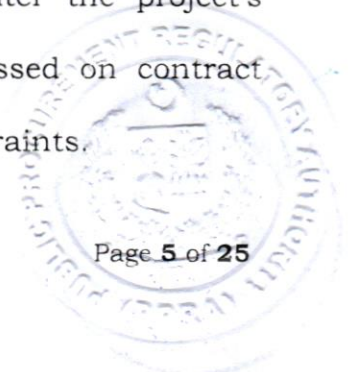
7. The Appellant through rejoinder to PQA Reply, further submitted that the Appellant denies all assertions, submissions, and legal conclusions contained in the Respondent's Reply, except those expressly admitted herein. The Respondent's reply attempts to justify an illegal technical evaluation and an erroneous



rejection of grievance on limitation, while failing to address material eligibility defects and statutory violations raised by the Appellant. The Respondent's reliance on e-PADS mechanism is selective and cannot override statutory provisions of Rule 48(3), which requires lodging of a "written complaint" without restricting the mode exclusively to e-PADS. The Respondent incorrectly states that the Appellant failed to meet Clause 5.3.2. The Appellant had:

- a) Submitted Works Order of similar Annual Running Maintenance Contract;
- b) Submitted Commencement Letter;
- c) Demonstrated execution of similar maintenance works.

8. Further added that the Respondent has not disputed similarity of nature of work. Its entire case rests on alleged shortfall in value. The maintenance work tender does not contain the BOQ Quantities hence for all practical purposes at the stage of bidding final outcome of contract value is not known. The requirement under Clause 5.3.2 is "minimum cost of Rs.150 million or above completed during last ten years." The approved ceiling of the contract was PKR 150 million which also includes unforeseen works. Budgetary curtailment by PQA reducing value to PKR 100 million cannot retrospectively alter the project's qualifying character. Eligibility must be assessed on contract value and scope - not subsequent budget constraints.



9. Further submitted that the Respondent has also awarded the Appellant the Annual Running Maintenance Contract for PQA Buildings and Offices (2023-24) vide Work Order dated 30.11.2023 for PKR 150 million, which was subsequently extended for FY 2024-2025 for an additional PKR 150 million, and later enhanced to a cumulative amount of approximately PKR 345 million. The contract was renewed on account of the Appellant's satisfactory performance, demonstrating the Respondent's continued confidence in the Appellant's technical and financial capacity. The works executed under this contract primarily comprise onshore maintenance works for PQA buildings and office facilities, which form an integral component of the maintenance of marine structures under the subject tender. These works are therefore similar to the onshore scope of the present project within the meaning of Clause 5.3.2 of the bidding documents. It is settled that the term "similar work" denotes work having resemblance in nature, characteristics, and operational conditions, and does not require identical scope. Accordingly, the above contract further establishes the Appellant's relevant experience for the purposes of technical evaluation. The details of the said works were duly provided in the Appellant's Technical Bid. (Case law Reported 2021 CLC 60 (Balochistan) Constructors Association of Pakistan Versus Secretary Irrigation Department and Others).



10. Further submitted that the Respondent's assertion at this belated stage of "clerical/typographical error" is self-serving and unsupported. The "Commencement Letter" explicitly reflected PKR 150.00 million with the word its ceiling which means that the contract value would be Rs.150.00 million or lesser than Rs.150.00 million. If an error existed, it was issued by PQA itself. The Appellant cannot be penalized for a document issued by the Procuring Agency. In priority list of documents, the "Commencement Letter" fall in the last as per sequence of documents and supersede all other documents i.e. Letter of Acceptance etc. and the contents of Commencement Letter prevails on all other documents. Without prejudice and without admitting any ambiguity regarding the contract value mentioned in the Commencement Letter, it is respectfully submitted that any such ambiguity, if assumed, must be interpreted in accordance with the principle of contra proferentem, whereby an ambiguity in a document prepared by one party is construed against the party that drafted or issued it. Accordingly, the contract value must be read in accordance with the Commencement Letter issued by PQA, and the Appellant cannot be penalized for any alleged discrepancy arising from a document issued by the Respondent itself. In addition to above the appellant has executed / completed various maintenance Contract of Marine Structures since 2010 for substantial amounts and if the contract's value with conversion of US Dollars prevailing at the time of execution with



the current rate of parity with US Dollars versus Pak Rupees on State Bank rates available on website it will turn more than Rs.150.00 Million value of experience in the specific field which are already in our record in technical Bid and also provided in our main petition dated 31.01.2021.

11. Further contended that the Respondent's mandatory Condition 5.3.2, requiring completion of similar works valuing PKR 150 million within the last ten (10) years, is overly restrictive and operates against the principle of broad-based competition. Such restrictive qualification criteria are inconsistent with the spirit of the Competition Act, 2010, particularly Sections 3(g), 4 and 5(2), and are also contrary to Rule 32 of the Public Procurement Rules, 2004, which discourages discriminatory or unnecessarily restrictive tender conditions. The Commencement Letter relied upon by the Appellant was issued by a Grade-21 officer of the Respondent, who is the competent authority, and therefore constitutes an official and authoritative document issued by the procuring agency. It is a settled principle in contractual dealings that contractors are ordinarily held strictly responsible for compliance with contractual documentation and are not permitted to rely on excuses arising from their own mistakes. In the present case, however, the alleged discrepancy arises from a document issued by the Respondent itself, and therefore the Appellant cannot be prejudiced by any ambiguity



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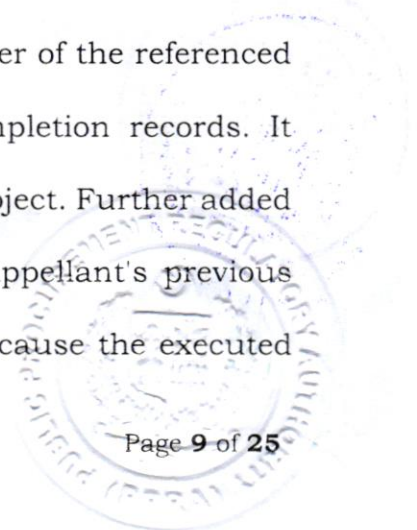
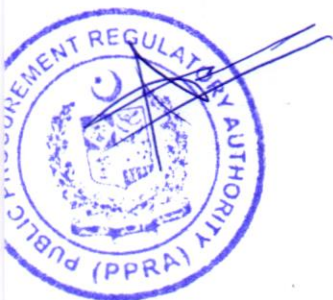
contained therein. The contract executed by the Appellant for Maintenance of PQA Buildings and Offices, having an aggregate value of approximately PKR 345 million, also constitutes similar work and to a larger extent satisfies the requirement of Clause 5.3.2 for the purpose of technical qualification. In view of the foregoing, the Appellant's experience clearly satisfies the required qualification criteria, as the project demonstrates:

- i. Similar nature of work
- ii. Comparable technical complexity
- iii. Execution within the same marine operational environment
- iv. Comparable scope of maintenance works
- v. Consistency with the judicial interpretation of "similar work"

12. Further added that the Respondent's assertion that no completion certificate was submitted is misleading on the basis of following grounds:

- a) The Appellant submitted documentary proof of execution.
- b) No specific deficiency notice was issued during evaluation identifying absence of completion certificate.
- c) The alleged clarification sought is not annexed by the Respondent.
- d) Disqualification on hyper-technical grounds violates Rule 35 (Evaluation of Bids).

13. Moreover, PQA itself was the employer of the referenced contract. It had full access to its own completion records. It cannot claim ignorance of its own executed project. Further added that the Respondent's contention that the Appellant's previous project cannot qualify as a similar project because the executed



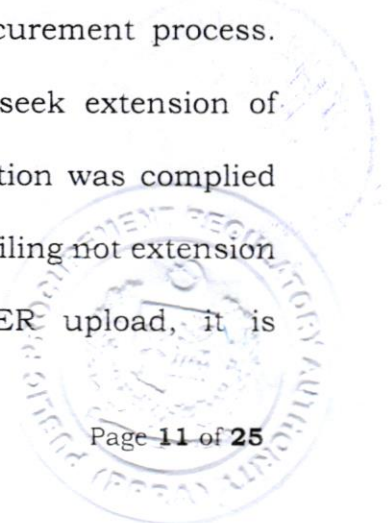
value was PKR 100 million is legally misconceived and factually misleading. The relevant contract for Annual Running Maintenance of Marine Structures (FY 2021-22) was awarded by Port Qasim Authority itself with an approved annual ceiling of PKR 150 million, as reflected in the Work Order and Commencement Letter issued by the Respondent. The subsequent reduction in executed expenditure to PKR 100 million occurred solely due to budgetary constraints of the Respondent, and not because of any limitation in the scope, nature, or contractual value of the project. Eligibility criteria in procurement law are assessed with reference to the approved contract value, scope of work, and nature of the project, and cannot be retrospectively altered by unilateral reduction in expenditure by the procuring agency. A bidder cannot be penalized for circumstances entirely within the control of the procuring agency, particularly where the project was executed under the same authority's supervision and records. The Respondent's attempt to disqualify the Appellant on the basis of reduced expenditure is arbitrary and contrary to the principles of fair competition and transparency under Rule 4 of the Public Procurement Rules,

14. The representative of the Appellant further averred that the Respondent suppresses the material fact that the grievance was lodged in writing via email on 14-01-2026 (within statutory period). Rule 48(3) does not restrict filing exclusively to e-PADS

and Electronic Transactions Ordinance, 2002 recognizes legal validity of electronic communication. The grievance was thus validly lodged within time. Regulation 13 of e-Pak Procurement Regulations cannot override Rule 48(3) of PP Rules, 2004. A subordinate procedural regulation cannot curtail a statutory right of grievance provided under Rule 48. Even otherwise:

- The grievance was filed within time.
- Upload on e-PADS is procedural.
- Substantial compliance prevails over form.
- Further submitted that the Respondent miscalculates limitation.
- TER uploaded: 07-01-2026
- Excluding first day (General Clauses Act)
- 14-01-2026=7th day
- In writing Email filing on 14-01-2026 is within time.
- Even alternatively, computation including 15-01-2026 remains arguable within permissible interpretation.
- The Respondent incorrectly argues that Electronic Transactions Ordinance cannot override limitation.

15. Further submitted that the tender conditions are based upon Pakistan Engineering Council (PEC) standard Bidding documents and condition 1.4 particular conditions stipulate that for contract execution Governing Law will be the Laws of Islamic Republic of Pakistan. Electronic Transaction Ordinance 2002 is also a Government Law and prevails on Procurement process. Further added that the Appellant does not seek extension of limitation. Further highlighted that the limitation was complied with and the Electronic submission is mode of filing not extension of time. Whereas, limitation runs from TER upload, it is



inequitable that PQA communicated formal rejection on 12-01-2026-leaving only two effective days.

16. Further submitted that the Respondent has conspicuously failed to specifically address or rebut several material and substantive grounds raised in the Appeal and Supplementary Pleadings. In particular, the Respondent has not provided any substantive response to the Appellant's challenge under Rule 32 of the PP Rules, 2004, regarding discriminatory and restrictive qualification conditions that resulted in limited competition.

17. The material eligibility objection concerning the PEC registration status of M/s Inter Constructions the technically qualified bidder by the Respondent as on the date of bid submission (17.11.2025) and on the basis of objection raised by the Appellant on the tender opening date with written objection letter dated 19.11.2025 which led to qualified bidder for subsequent modification after 17.11.2025 in PEC record clearly speaks that their PEC Licence was not a valid License in terms of Tender condition 5-3.1 on the date 17.11.2025 i.e. submission of Bid. As on 17.11.2025 the PEC Registration License C-2/4645 the qualified bidder was holding PEC License on the basis of a government employee Mr. Tariq Aziz and in terms of Bid Condition 5.3.1 is not legal valid Registration with PEC as on 17.11.2025 the bid submission date. It transpires that the Respondent



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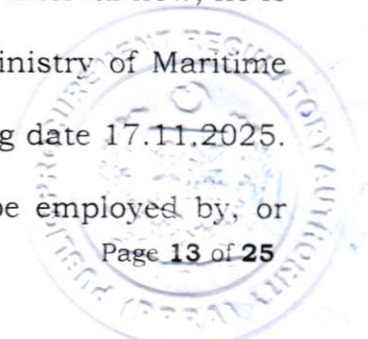
procure the contract on the basis of legally invalid PEC Licence which does not meet the tender mandatory condition 5.3.1 which stipulates requirement of valid PEC Licence. This position was intimated to Respondent by the Appellant by letter dated 19.11.2025. Instead of taking any penal action by the Respondent, the invalid PEC license was accepted for the technical qualifications. For the PEC license status submitted in the tender, Respondent was also required to generate deviation report from the commitment made by the Bidder in the Bid securing declaration but ignored without any notice.

18. Under Estacode Rule 16: "Private Trade, Employment or Work of a Government Servant", a government servant is expressly prohibited from undertaking private employment or associating himself with private companies or contractors. Any such involvement constitutes gross misconduct under the relevant Efficiency & Discipline (E&D) Rules of the respective organizations.

19. Engr. Tariq Aziz served as Executive Engineer (Civil Maintenance) department of Respondent (PQA) which is under the authority of Ministry of Maritime Affairs, Government of Pakistan subsequently he left the PQA and after a brief interval now, he is working in Korangi Fish Harbor Authority Ministry of Maritime Government of Pakistan on the tender opening date 17.11.2025. Therefore, Engr. Tariq Aziz cannot lawfully be employed by, or



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lend his credentials to, any private constructor, including M/s Inter Constructions the qualified bidder.

20. The action of qualified Bidder M/s. Inter construction to furnish legally invalid PEC Licence to procure the contract is on undeniable evidence and question their commitment made in the Bid for Bid Securing declaration not to indulgent in corrupt and fraudulent practices as provided in the PPRA Rules 2004, Section 2(f) (iv) and PPRA Regulations.

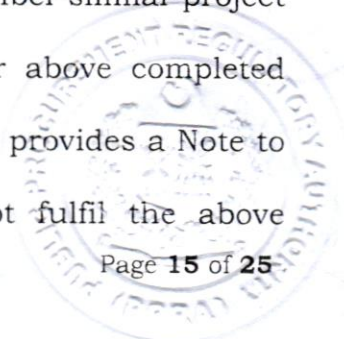
21. The representative of the Appellant further submitted that Rule 48 (2) of the Public Procurement Rules, 2004 required to provide a forum by nomination of GRC which was not provided. The Appellant requested for pre-bid meeting which was denied by the Respondent. Further submitted that in compliance of Rule 48 (3) and (4), the Appellant followed the Rule; written complaints are required as a prerequisite condition to raise the grievances under PP Rules, complied on due date by e-mail. After submission of written complaint submitted the hard copy of the complaint and uploaded on the E-PADS as required under PP Regulations. In response the Respondent answer that the e-mail is received at 06:16 pm on due date 14-01-2026. It was not considered by the Respondents for acceptance. Further submitted that as per PPRA Regulations notified vide S.R.O. 296 (1)/2023 dated 27-02-2023 sub condition 9(1) stipulates: *“Provided that the time for electronic submission shall not be later than 22:00 hours as per PST (or the*



local standard time of the country / origin where the procurement is being executed) on the date specified by the Procuring Agency.”

The e-mail communicated on due date at 06:16 pm was within time and was required for consideration.

22. The representative of the Respondent submitted that Tenders for Annual Running Maintenance Contract for Marine Structures (2025-26) were invited through Notice Inviting Tender (NIT) as per Rule 36 (b) of PPR, 2004. The NIT was advertised in newspaper on 31-10-2025 and uploaded on E-Pak Acquisition & Disposal System (e-PADS) as per E-Pak Procurement Regulations, 2023. It is relevant to highlight that all procurements by PQA are conducted through e-PADS as per aforesaid Regulations. In response, two bidders namely M/s Inter Construction and Appellant (M/s Indusmens Corporation Pvt Limited) submitted their bids by closing date of 17-11-2025 through E-PADS. The tender scrutiny of tender documents was carried out by the Tender Committee. During scrutiny, M/s Inter Construction was technically qualified and Appellant was found non-responsive for failure to meet requirements as stipulated in Clause 5.3.2 of Volume-I Qualification of Contractors of the bidding documents. The said clause requires “At least one (01) number similar project having minimum cost of Rs. 150 million or above completed during last ten (10) years”. Clause 5.3 further provides a Note to the effect that “the applicants, who do not fulfil the above



mandatory requirements, shall not be considered for detailed evaluations and hence disqualified”.

23. The representative of the Respondent further submitted that during evaluation, Appellant claimed to have previously executed similar projects for Port Qasim Authority, and in support of its claim, referred to a commencement letter allegedly issued during FY 2021-22 for an amount of PKR 150 million. On examination, it was found that the said Commencement Letter contained a clerical / typographical error, whereby the project cost was inadvertently mentioned as PKR 150 million instead of actual approved contract value of PKR 100 million. The Notice Inviting Tender (NIT) and the Letter of Intent (LOI) clearly stipulate the contract value as PKR 100 million. The official records of PQA unequivocally reflect PKR 100 million as the approved and executed contract amount.

24. The representative of the Respondent further submitted that Clause 5.3.2 of the Bidding Documents mandates not only issuance of a similar nature work order of minimum PKR 150 million, but further requires that the project must have been completed with a final / completed value of PKR 150 million or above within the preceding ten (10) years. Demonstration of compliance with this clause necessarily entails submission of a valid Completion Certificate / Taking over certificate evidencing completion of a single qualifying project meeting both the financial

threshold and timeline requirements. The Appellant failed to submit any completion certificate for the referenced FY 2021-22 project along with its Technical Bid. Further added that after due evaluation, Technical Evaluation Report was prepared and approved by the in-house Committee and after approval, accordingly uploaded on PQA / PPRA website and e-PADS on 07-01-2026. Further added that on 15-01-2026, the Appellant addressed a Grievance petition under Rule 48 of the Public Procurement Rules, 2004, to the Director (Civil Maintenance) instead of Convenor / Chair of the relevant Grievance Redressal Committee (GRC). It was on 17-01-2026 that Appellant later approached the grievance on e-PADS. Thus, essentially complainant filed grievance on 17-01-2026.

25. The representative of the Respondent further contended that Regulation 13 of the e-Pak Procurement Regulations, 2023, establishes E-Grievance Redressal System and requires aggrieved bidder to file grievance through the e-PADS system. Since all procurement's activities from planning, advertisement, evaluation etc. were done through e-PADS; the Appellant was also obliged to use the e-PADS system for grievance in timely manner, which was not done. Further added that notwithstanding, the grievance was referred to the GRC for adjudication. GRC, however, found that the grievance was time barred and rejected the same vide its findings impugned in the present appeal. Further added that Rule

48 (3) clearly mandates that a grievance against a Technical Evaluation Report (TER) must be lodged within seven days of its announcement. The TER was uploaded on 07-01-2026. The Appellant's grievance in hard copy was received on 15-01-2026 that too not to GRC and uploaded on e-PADS (10 days). Both are beyond the statutory limit period, making the grievance time-barred. Rule 48 (3) prescribes the time limit as mandatory; any grievance filed after the prescribed period cannot be entertained. Further submitted that e-PADS system is the official electronic platform recognised for submission of grievances. The Appellant's e-PADS submission on 17-01-2026 is outside the allowable period. While the Electronic Transaction Ordinance, 2002 recognizes electronic records, it does not override a statutory limitation under the Public Procurement Rules, 2004.



26. The representative of the Respondent further submitted that the Appellant claim that the letter communicating disqualification dated 12-01-2026 curtailed its window is factually incorrect, as the TER was publicly uploaded on 07-01-2026, and the limitation under Rule 48 (3) runs from the date of announcement, not from the date of any correspondence. Rule 48 of the Public Procurement Rules, 2004 does not permit extension or waiver of statutory limitation. The Appellant cannot circumvent the express requirement of Rule 48(3) on the basis of alleged remedial purpose. Further added that notwithstanding rejection



of the grievance petition by GRC on limitation basis; it is submitted without conceding that, even if it is assumed that grievance was within time (which Respondent denies), Appellants disqualification was based on valid grounds in accordance with the evaluation criteria. The Appellant failed to submit a valid completion certificate for any project meeting the financial threshold of Rs. 150 million within the last ten years, as mandated under clause 5.3.2.

27. In order to ensure that the procurement process adhered to the principles of fairness, transparency, and legality, M/s Indusmens Corporation (the Appellant), vide letter dated 13.04.2026, requested the Authority to seek verification from the Pakistan Engineering Council (PEC) regarding the credentials of the sole technically qualified bidder, namely M/s Inter Constructions, specifically with respect to PEC Licence No. C-2/4645. The Appellant further sought confirmation as to whether, as of 17.11.2025 (tender opening date), the name of the said firm appeared under the category/head of "Employed Engineer" in the relevant PEC record.

28. In response to the Authority's letter dated 29.04.2026, the Pakistan Engineering Council informed that, according to PEC records, the licence of M/s Inter Constructions was renewed on 22.07.2024 vide Sr. No. 586890, with validity extending up to 30.06.2027. The PEC further stated that, as per the documents

submitted by the firm, Engr. Tariq Aziz (Civil/28445) had been employed with the firm for a period of three years, i.e., from 2024 to 2027, and the same was duly verified through biometric authentication. However, the said engineer tendered his resignation from the firm on 02.07.2025, which resignation was accepted by the firm on 04.07.2025. Notwithstanding the same, the firm failed to intimate the PEC regarding the resignation within the prescribed timeframe. Subsequently, the firm submitted an application for change of engineering staff on 05.01.2026, pursuant to which the said engineer was de-attached from the firm's PEC record on 12.01.2026. Furthermore, PEC issued a warning letter to the firm for its failure to timely notify the resignation of the aforesaid engineer.

29. The Appellate Committee has heard the learned representatives of the Appellant and the Respondent (Procuring Agency) at length and has carefully examined the record, including the Technical Evaluation Report (TER), the grievance petition, the impugned decision of the Grievance Redressal Committee (GRC), the bidding documents, and all material placed before it.

30. At the outset, the core issues requiring determination are: (i) whether the grievance petition was filed within the statutory period prescribed under Rule 48(3) of the Public Procurement Rules, 2004; and (ii) whether the Appellant's

disqualification under Clause 5.3.2 of the Bidding Documents suffers from any illegality or procedural impropriety.

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 evaluation criteria in the bidding documents shall amount to mis-procurement.

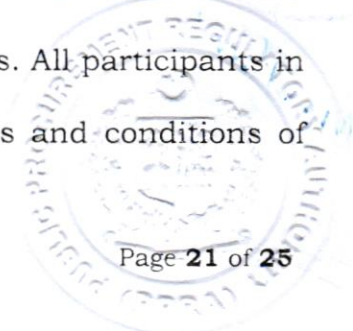
30. Evaluation of bids. -

(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



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tender documents and cannot go beyond the purview and ambit of the tender documents.

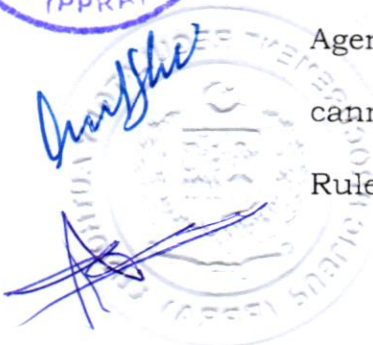
33. Clause 5.3.2 of the Bidding Documents, which states:

At least one (01) number similar nature project having minimum cost of Rs. 150 million or above completed during last Ten (10) years.

34. Rule 48(3) of the Public Procurement Rules, 2004 mandates that any bidder aggrieved by the Technical Evaluation Report shall lodge a written complaint within seven (07) days of the announcement of such report.

35. The Appellate Committee observes that as per record, the Technical Evaluation Report was uploaded on the PPRA/e-PADS platform on 07.01.2026; the Appellant's grievance was physically received on 15.01.2026; and the grievance was uploaded on e-PADS on 17.01.2026.

36. In the present matter, the procurement was conducted entirely through the e-PADS system in terms of the applicable E-Pak Procurement Regulations, 2023. The prescribed and recognized mode for submission of grievances in such procurements is through the designated electronic platform. Mere transmission of an email to any functionary of the Procuring Agency other than the competent Grievance Redressal Committee cannot be equated with proper lodgement of a grievance under Rule 48(3) of the Public Procurement Rules, 2004.



37. The Appellant admittedly failed to file the grievance before the competent forum (Grievance Redressal Committee) within the prescribed time through the prescribed mechanism; the limitation prescribed under Rule 48(3) is mandatory in nature and admits of no relaxation or extension.

38. Clause 5.3.2 of the Bidding Documents unequivocally requires:

“At least one (01) number similar nature project having minimum cost of Rs. 150 million or above completed during last ten (10) years.”

The language of the clause is clear and mandatory, requiring a single completed project of similar nature, and having a minimum completed value of Rs. 150 million.

39. The Appellate Committee further observes that as per available record, the Appellant relied upon a project allegedly valued at Rs. 150 million. However, official records of the Procuring Agency establish that the approved and executed value of the said project was Rs. 100 million. The Appellant failed to submit a completion certificate evidencing completion of a qualifying project meeting the threshold requirement. The Appellant's arguments regarding budgetary reductions, ceiling value in the commencement letter, subsequent extensions or cumulative contract values, cannot override the explicit requirement of a completed project of Rs. 150 million or above.



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Evaluation must strictly adhere to the criteria specified in the bidding documents in terms of Rules 29 and 30 of the Public Procurement Rules, 2004. The Appellant failed to meet the mandatory qualification requirement under Clause 5.3.2 of the Bidding Documents.


40. In light of the foregoing and after due consideration of the material available on record, the Appellate Committee holds that the bids were evaluated in accordance with the evaluation criteria and terms prescribed in the bidding documents. No contravention of Rules 29 and 30 of the Public Procurement Rules, 2004 has been established as such.


41. The Committee further holds that the grievance petition preferred by the Appellant was time-barred under Rule 48(3) of the Public Procurement Rules, 2004. Even otherwise, the Appellant has failed to satisfy the mandatory qualification requirement stipulated under Clause 5.3.2 of the Bidding Documents.

42. The Appellate Committee further observe that the Appellant also objected to the PEC status and qualification of the technically responsive bidder i.e., M/s Inter Constructions. The record shows that although the said firm's licence was valid, however, it failed to timely intimate the resignation of its employed engineer, for which PEC issued a warning. Therefore, the


Committee is of the view that these objections required independent and merit-based review by the procuring agency in accordance with the tender conditions and procurement framework, focusing on the bidder's PEC status and qualifications as on the bid submission date. Further, the procuring agency is hereby directed to give due consideration to the said facts and to duly consider them in all future procurement proceedings.

43. In view of the above, the impugned decision of the Grievance Redressal Committee is found to be in consonance with Procurement Regulatory Framework and does not suffer from any illegality, procedural irregularity, or jurisdictional defect warranting interference. Accordingly, the Appeal, being devoid of merit, 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: 16th June, 2026

*Each page of the order has been signed by all members of the Appellate Committee.
The order comprises of twenty-five (25) pages.*