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Public Procurement 2025

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Paulo Pinheiro and Rodrigo Esteves de Oliveira
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Global Practice Guides

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Chambers Global Practice Guides

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PAKISTAN

Law and Practice

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RIAA Barker Gillette offers the full range of corporate, commercial and dispute resolution legal services from offices in Karachi, Lahore, Islamabad and Peshawar. With eight partners and more than 40 associates, the firm is among Pakistan's largest practices. Its clients include multinational corporations, financial institutions, non-profit organisations, Pakistani conglomerates, private clients and government agencies. The firm is also the primary Pakistan contact for many major international law firms. It has

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1. Overview

1.1 Public Procurement Legislation

Pakistan operates as a federal republic, where public procurement is regulated through distinct frameworks at both the federal and provincial levels. Federally, procurement matters are governed by the Public Procurement Regulatory Authority Ordinance, 2002 (the “*PPRA Ordinance*”), the Public Procurement Rules, 2004 (the “*PP Rules*”) and various regulations issued under the PPRA Ordinance.

At the provincial level, each province has enacted its own procurement laws and rules. They have done so as follows.

- The Punjab Procurement Regulatory Authority Act, 2009 and Punjab Procurement Rules, 2014 have been enacted in Punjab.
- The Sindh Public Procurement Act, 2009 and Sindh Public Procurement Rules, 2010 have been enacted in Sindh.
- The Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 and Khyber Pakhtunkhwa Public Procurement of Goods, Works, and Services Rules, 2014 have been enacted in Khyber Pakhtunkhwa or KPK.
- The Balochistan Public Procurement Regulatory Authority Act, 2009 and Balochistan Public Procurement Rules, 2014 have been enacted in Balochistan.

The procurement laws at both the federal and provincial levels generally follow similar approaches and requirements for public procurements. However, there are notable differences in certain areas. For the purposes of this article, we have focused on the public procurement laws promulgated by the federal legislature.

1.2 Entities Subject to Procurement Regulation

The entities subject to public procurement regulations vary in each province. Federally, procuring agencies subject to procurement laws include ministries, divisions, departments or offices of the federal government, as well as any authority, corporation, body or organisation established by or under a federal law or owned or controlled by the federal government.

1.3 Types of Contracts Subject to Procurement Regulation

The PPRA Ordinance regulates the public procurement of goods, services and works. For the purposes of the PPRA Ordinance, goods mean articles and objects of every kind and description including raw materials, products, equipment, machinery, spares, scraps, waste material and commodities in any form. This includes all type of assets such as immovable property, physical objects in any form or matter, intangible assets, goodwill, intellectual property and proprietary rights, as well as incidental services if the value of the services does not exceed the value of the goods.

The PPRA Ordinance also defines services as any object of procurement other than goods or works, and works means any construction work consisting of erection, assembly, repair, renovation or demolition of a building or structure or part thereof. This includes site preparation, excavation, installation of equipment or materials and decoration, finishing. It also includes incidental services such as drilling, mapping, satellite photography, seismic investigations and similar activities, if the value of those services does not exceed that of the works themselves.

Additionally, the Federal Public-Private Partnership Policy of Pakistan prescribes that the pri-

mary governing legislation for the tendering of all federal public-private partnership (PPP) projects is the PPRA Ordinance, the PP Rules and the regulations prescribed under them.

1.4 Openness and International Competition

Procuring agencies are generally required to allow all prospective bidders to participate in procurement or disposal proceedings without regard to nationality. However, a procuring agency can decide to limit the participation to national bidders only or prohibit the participation of bidders of some nationalities, in line with the policy of the federal government.

The PP Rules provide that the procuring agency will, when evaluating and comparing bids, allow for preference to domestic suppliers or contractors, while competing with international bidders in line with the policies of the federal government or regulations made by the Public Procurement Regulatory Authority (the “PPRA”) for:

- works projects;
- certain goods manufactured, mined, extracted and grown in the Islamic Republic of Pakistan; and
- disposal of certain assets having any potential impact on national security.

1.5 Key Obligations of Awarding Authorities

Procuring agencies, while engaging in procurements, are required to ensure that the procurements are conducted in a fair and transparent manner. They are also required to ensure that the procurement brings value for money to the agency and the procurement process is efficient and economical. Additionally, procuring agencies are required to allow the widest possible competition by defining the specifications that

will not favour any single contractor or supplier nor put others at a disadvantage.

2. Contract Award Process

2.1 Prior Advertisement

The PP Rules require that certain contracts be advertised before they are awarded. For contracts worth more than PKR500,000 and up to PKR3 million, the advertisement must be published on the PPRA’s [website](#). The procuring agency can also choose to advertise in newspapers if needed. For contracts exceeding PKR3 million, the advertisement must be published on the PPRA website and in at least two widely circulated newspapers, one in English and one in Urdu.

If the procuring agency has its own website, it can also post the advertisement there. When advertising online, the agency must make sure all necessary information is available and remains posted until the bid submission deadline. The advertisement should clearly explain the scope of work, eligibility requirements, deadlines and any other important details to help potential bidders understand the opportunity and apply.

2.2 Preliminary Market Consultations

The law does not specify the awarding authority has to carry out preliminary market consultations prior to commencing the contract award procedure.

2.3 Tender Procedure for the Award of a Contract

The PP Rules prescribe specific tender procedures for awarding contracts through open competitive bidding. The following methods are permitted.

Single Stage – One Envelope

This procedure involves all bids being submitted in a single envelope and opened together for evaluation.

Single Stage – Two-Envelope

This procedure involves bidders submitting both technical and financial proposals in separate envelopes. The technical proposals are opened and evaluated first. Only technical bids that are successful will then proceed to financial proposal evaluation.

Two-Stage Bidding

In this procedure, bidders initially submit technical proposals without financial proposals. Discussions may be held on technical aspects, and bidders are allowed to revise their proposals. Financial proposals are then submitted and evaluated in the second stage.

Two-Stage, Two-Envelope

In this procedure, bidders submit both technical and financial proposals. Only the technical proposals are opened initially, and discussions may be held. Revised technical and financial proposals are then submitted and evaluated in the second stage.

The legislation permits limited negotiations with the successful bidder at the time of contract finalisation. However, these negotiations cannot alter the cost or scope of work or services. The procuring agency may only negotiate aspects such as the methodology, work plan, staffing and special conditions of the contract, strictly ensuring that the cost and scope of work or services remain unchanged.

2.4 Choice/Conditions of a Tender Procedure

The single stage one envelope bidding procedure generally serves as the primary method for open competitive bidding in most procurement processes. However, other appropriate procedures may be adopted in specific circumstances. The single stage two envelope bidding procedure is used where bids are evaluated on both technical and financial grounds, with financial grounds only considered after the technical grounds have been evaluated.

The two-stage bidding procedure is suitable for large and complex contracts where technically unequal proposals are anticipated, or where the procuring agency is aware of market options but multiple equally acceptable technical solutions exist for the required performance. Additionally, the two-stage two-envelope bidding method is applied where alternative technical proposals are possible, such as in the procurement of certain types of machinery, equipment or manufacturing plants.

2.5 Direct Contract Awards

A procuring agency may only resort to direct contracting in specific circumstances. These include situations where the procurement involves acquiring spare parts or supplementary services directly from the original manufacturer or supplier, provided that the items are not available from alternative sources. Direct contracting is also permitted where only one manufacturer or supplier exists for the required procurement, subject to approval by the appropriate authority after conducting due diligence.

Additionally, it is allowed if changing the supplier would result in incompatibility or technical difficulties due to differing specifications, with the contracts limited to a maximum duration of three

years. Repeat orders not exceeding 15% of the original procurement value may also be placed through direct contracting.

In emergencies, the procuring agency may engage in direct contracting, but only through authorised forums empowered to declare the emergencies. Furthermore, direct contracting is allowed where the price is fixed by the government or an authorised body, and for the purchase of motor vehicles from local original manufacturers or their authorised agents at the manufacturer's price.

2.6 Timing for Publication of Documents

The law does not prescribe any specific obligations or timeframes for the publication of procurement documents such as the pre-selection questionnaire, invitation to tender or draft contract.

2.7 Time Limits for Receipt of Expressions of Interest or Submission of Tenders

The procuring agency is responsible for determining the response time for receiving bids or proposals, including pre-qualification proposals, taking the complexity, availability and urgency of each procurement into account. However, the response time must not be less than 15 days for national competitive bidding and 30 days for international competitive bidding. These time limits are calculated from the date of publication of the advertisement or notice.

Each advertisement or notice must clearly specify the response time allowed for that particular procurement and provide information regarding the collection of bid documents, which will be available until a specified date to ensure sufficient time for submission by the closing date. It

is important to note that no minimum time limit applies in emergency cases.

The response time is calculated from the date of first publication of the advertisement, whether in a newspaper or on the relevant website. However, for procurements up to PKR3 million, the response time will be calculated from the date the advertisement appears on the PPRA's website. In instances where the advertisement is published in both electronic and print media, the response time will be counted from the date of first publication in the newspapers.

2.8 Eligibility for Participation in a Procurement Process

The law does not prescribe a fixed set of specific criteria that interested parties must meet to be eligible for participation in the procurement process. However, the PP Rules allow a procuring agency to assess a supplier's or contractor's professional, technical, financial, legal or managerial competence at any stage of the procurement process if there are credible reasons or *prima facie* evidence of any defect in their capacity. The assessment must be properly recorded in writing and retained as part of the procurement record.

Furthermore, the rules mandate disqualification of a supplier or contractor if it is found that they have submitted false, materially inaccurate or incomplete information regarding their qualifications. In addition, the procuring agency must also maintain a blacklisting mechanism in line with regulations, which may result in debarment of suppliers or contractors for specified periods on grounds such as corrupt or fraudulent practices, failure to perform contractual obligations or breach of bid securing declarations. The duration of blacklisting ranges from six months to ten years, depending on the nature of the breach.

Blacklisting decisions must be communicated to the relevant supplier or contractor and the PPRA and may be reviewed by the PPRA upon the supplier or contractor's petition.

Therefore, while specific eligibility criteria are not prescribed by law, the PP Rules provide a framework for qualification, disqualification and blacklisting of suppliers and contractors during the procurement process.

2.9 Restriction of Participation in a Procurement Process

Procuring agencies may conduct a pre-qualification exercise in cases involving services, civil works, turnkey projects or the procurement of expensive and technically complex equipment. This is to ensure that only technically and financially capable firms with adequate managerial capacity are invited to submit bids.

Pre-qualification is assessed based on:

- relevant experience and past performance;
- capability in terms of personnel, equipment and plant;
- financial position;
- managerial capacity; and
- any other relevant factors deemed appropriate by the procuring agency.

The law does not specify a minimum number of qualified suppliers.

2.10 Evaluation Criteria

The procuring agency will formulate clear and appropriate evaluation criteria, listing all relevant factors against which bids will be evaluated. These evaluation criteria must be included as an integral part of the bidding documents. Failure to provide unambiguous evaluation criteria

in the bidding documents will amount to misprocurement.

All bids received will be evaluated strictly in line with the criteria and terms specified in the bidding documents. No additional criteria, other than those set out in the bidding documents, will be applied during evaluation, except as provided under the PP Rules.

For comparison purposes, if bids are quoted in different currencies, the prices will be converted into a single currency specified in the bidding documents. The exchange rate will be the selling rate prevailing on the date of the bid opening, as notified by the State Bank of Pakistan.

Once opened in line with the prescribed procedure, a bid will only be evaluated under the rules, regulations and policies that were in force at the time the notice inviting bids was issued.

2.11 Exclusion of Tenders

The procuring agency will disqualify a supplier or contractor if it finds, at any time, that the information submitted by the supplier or contractor regarding their qualification was false, materially inaccurate or incomplete.

3. General Transparency Obligations

3.1 Obligation to Disclose Bidder/Tender Evaluation Methodology

Based on the procedure adopted for the respective procurement, the procuring agency is required to announce the result of the bid evaluation in the form of a final evaluation report, providing justification for the acceptance or rejection of bids, at least 15 days prior to the awarding of the procurement contract. However,

where the technical proposal is evaluated before the opening of the financial proposal, the technical evaluation report will be announced prior to the opening of the financial proposal.

3.2 Obligation to Notify Interested Parties Who Have Not Been Selected

The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. Upon request, the procuring agency will communicate the grounds for the rejection of all bids or proposals to any supplier or contractor who submitted a bid or proposal. However, it does not have to justify those grounds. The procuring agency will incur no liability solely by rejecting all bids or proposals. Additionally, notice of the rejection of all bids or proposals will be given promptly to all suppliers or contractors who submitted bids or proposals.

3.3 Obligation to Notify Bidders of a Contract Award Decision

The procuring agency is required to promptly notify each supplier or contractor submitting an application for pre-qualification whether or not they have been pre-qualified. Upon request, the procuring agency will also make the names of all suppliers or contractors who have been pre-qualified available to any person directly involved in the pre-qualification process.

Only those who have been pre-qualified will be entitled to participate further in the procurement process. Additionally, the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. Upon request, the procuring agency will communicate the grounds for the rejection to any supplier or contractor who submitted a bid or proposal, although it is not required to justify those grounds.

3.4 Obligation to Grant a Prior Hearing

There is no obligation to grant prior hearing to bidders before a decision is taken in the context of the contract awarding procedure. However, the procuring agency may seek and accept clarifications to a bid that do not change the substance of the bid. If clarification is required, the procuring agency will make a request in writing, which the bidder will have to respond to in writing.

3.5 Requirement for a “Standstill Period”

Based on the procedure adopted for the respective procurement, the procuring agency will announce the result of bid evaluation, in the form of a final evaluation report giving justification for the acceptance or rejection of bids, at least 15 days prior to the awarding of the procurement contract. Where technical proposals are evaluated separately, the technical evaluation report will be announced before the opening of the financial proposal.

4. Review Procedures

4.1 Responsibility for Review of the Awarding Authority’s Decisions

The procuring agency is required to establish a grievance redressal committee or GRC comprising of an odd number of members with the necessary powers to address complaints raised by bidders prior to the signing of the procurement contract.

Any party may submit a written complaint against the eligibility criteria, evaluation parameters or any other terms of the bidding documents if found to be inconsistent with the procurement regulatory framework. These complaints must be filed before the bid submission deadline and will be reviewed by the GRC.

A bidder who feels aggrieved by any act of the procuring agency after the submission of their bid may lodge a written complaint within seven days of the announcement of the technical evaluation report or within five days of the issuance of the final evaluation report. If a complaint is filed against the technical evaluation report, the GRC is required to suspend the procurement proceedings until the complaint is resolved.

However, if a complaint is submitted after the issuance of the final evaluation report, the bidder cannot raise objections regarding the technical evaluation. An objection can only be raised on any part of the final evaluation report in cases where the single stage single envelope bidding procedure has been adopted.

The GRC must investigate the matter and decide on the complaint within ten days of its receipt.

4.2 Remedies Available for Breach of Procurement Legislation

Any unauthorised breach of the PP Rules will result in a declaration of mis-procurement.

4.3 Interim Measures

The PP Rules prescribe that if a complaint is filed against the technical evaluation report, the GRC is required to suspend the procurement proceedings until the complaint is resolved.

4.4 Challenging the Awarding Authority's Decisions

See 4.1 Responsibility for Review of the Awarding Authority's Decisions.

4.5 Time Limits for Challenging Decisions

If any bidder or party is not satisfied with the GRC's decision, they may file an appeal before the PPRA within 30 days of the communication

of the decision. This appeal must be submitted along with the prescribed fee and in line with the procedure issued by the PPRA. The PPRA decision will be final.

4.6 Length of Proceedings

The GRC will investigate and decide upon the complaint within ten days of its receipt. After the procurement contract comes into force, any disputes between the parties will be settled by arbitration. The procuring agencies are required to provide for a method of arbitration in the procurement contract, which is consistent with the laws of Pakistan. The length of arbitration will vary depending on what is contractually decided between the parties.

4.7 Annual Number of Procurement Claims

Comprehensive data on the annual number of procurement claims considered by the PPRA is not readily available.

4.8 Costs Involved in Challenging Decisions

The typical costs involved in filing an appeal before the PPRA are nominal, not including the legal representation or advisory costs of the parties.

5. Miscellaneous

5.1 Modification of Contracts After the Award

Following the awarding of a contract, the procuring agency may negotiate with the successful bidder, without changing the cost and scope of work or services, at the time of contract finalisation. These negotiations may relate to streamlining the work or task execution, including the methodology, work plan, staffing and special

conditions of the contract. The PPRA may also determine the extent and types of negotiations on procurement through regulations.

5.2 Termination of Contracts

The legislation does not establish the grounds on which contacts can be terminated by the parties.

5.3 Prerogatives of the Awarding Authority

The public procurement legal framework establishes several special prerogatives in favour of the procuring agency, granting it significant flexibility and control throughout the procurement process. The procuring agency has the authority to reject all bids or proposals at any time prior to acceptance without incurring any liability towards suppliers or contractors. While it must communicate the grounds for rejection upon request, it is not required to justify those grounds.

The procuring agency may also disqualify a supplier or contractor at any stage if it finds that the information submitted regarding qualifications was false, materially inaccurate or incomplete. It also has the discretion to extend the bid submission deadline, if necessary, after recording reasons in writing and ensuring equal opportunity for all bidders.

During contract execution, the procuring agency may accept requests for price adjustments in circumstances of unusual price volatility, subject to verification against national or international price indicators. The procuring agency is further empowered to utilise alternative methods of procurement, such as petty purchases, requests for quotations, direct contracting, negotiated tendering or force account.

Moreover, it may negotiate on matters such as methodology, work plans, staffing and special conditions at the time of contract finalisation, with the successful bidder, strictly without altering the cost or scope of work or services. However, the material terms of the contract cannot be modified. The procuring agency may also disclose information relating to unsolicited proposals or bidders if considered necessary as part of the procurement process.

5.4 Recent Important Court Decisions

In the last year, several important court decisions have clarified the interpretation and application of the PP Rules in Pakistan. In *Bismillah Metal Impex (Pvt.) Ltd. v Port Qasim Authority* (2024 CLD 202 Karachi), the Sindh High Court addressed the enforceability of an “as is, where is” clause in a procurement contract. The Court held that such a clause required the plaintiff to accept the vessel as a whole and barred revaluation of its components. Furthermore, the Court dismissed the plaintiff’s request for an injunction against the forfeiture of its security deposit, as the plaintiff had failed to establish a *prima facie* case.

In *Muhammad Ramzan & Company v Federation of Pakistan (NHA)* (2024 CLC 1394 Islamabad), the Islamabad High Court upheld the National Highway Authority’s decision to annul a contract and forfeit bid security after the bidder attempted to modify its bid post-submission. The Court held that the action was lawful under the relevant procurement rules, as the bidder had failed to comply with the mandatory requirements of the tender.

Similarly, in *Sanghol Engineering Services (Pvt.) Ltd. v Capital Development Authority* (2024 CLC 321 Islamabad), the Islamabad High Court ruled that the Capital Development Authority acted

unlawfully by denying tender documents to the petitioner. The Court clarified that a procuring agency could only refuse tender documents based on clear disqualification criteria, such as blacklisting or failure to meet qualifications, and that past litigation could not be grounds for exclusion at the pre-bidding stage.

In KAC-RMS (Joint Venture) v National Highway Authority (NHA) (2024 PLD 213 Islamabad), the Islamabad High Court affirmed the NHA's discretionary power under Rule 33 of the Public Procurement Rules, 2004, to reject all bids prior to contract awarding. However, the Court stressed that the discretion must be exercised with valid justification and due process. The petition was dismissed, with the Court finding no legal grounds to interfere with the NHA's decision.

Lastly, in Muhammad Hanif & Co. v Chief Engineer North, Pak PWD and others (2023 CLC 443 Islamabad), the Islamabad High Court considered allegations of mis-procurement by the Pakistan Public Works Department (the "PWD"). The petitioners challenged the contract awarding process, citing violations of multiple PP Rules due to lack of transparency and fairness. The Court found the procurement process was flawed as evaluation reports were not announced, unsuccessful bidders were not informed and contracts were awarded mere days after bid openings, indicating procedural irregularities and favouritism. Moreover, bid documents were selectively released and financial evaluations were conducted non-transparently without a final evaluation report being issued.

Citing precedents such as the Rental Power Plants case (2012 SCMR 773), the Court held that contracts awarded through non-transparent means are illegal, even if partially executed. Consequently, the contracts were declared void, and the Ministry of Housing and Works was directed to initiate disciplinary action against the responsible PWD officials. This ruling reinforced the principle that public procurement must uphold fairness, transparency and legal compliance, with violations leading to contract cancellation and penalties for those involved.

5.5 Legislative Amendments Under Consideration

The PPRA is currently reviewing the PP Rules. A draft of the Public Procurement Rules, 2024 has been prepared and made available for feedback and comments from procuring agencies, bidders, suppliers and the general public. The 2024 draft is more extensive and, among other things, introduces additional procurement methods, incorporates freedom of information and includes detailed provisions on contract management and administration, as well as sustainable procurement.