سوئی ناردرن گیس
Sui Northern Gas

Ref: SNT-2296/25 Dated: 30.07.2026

To,

TRANSPARENCY INTERNATIONAL PAKISTAN
Plot 72-F/2, 1st Floor, 9th Street, Jami Commercial, Phase VII,
Defence Housing Authority,
Karachi

FURNISHING OF VIEWS / COMMENTS COMPLAINT AGAINST ALLEGATIONS OF VIOLATION OF PPRA RULES 2004 BY SNGPL IN TENDER ENQUIRY NO. SNT-2296/25 & PURCHASE ORDER NO. T-2912/26 FOR CIP SURVEY EQUIPMENT

1. This is with reference to Letter No. TL2026/0709/1A dated 09.07.2026 (the **Letter**), received from Mr. Umair Karamat via e-mail on 13.07.2026 and in hard copy on 15.07.2026, forwarding a complaint addressed to the Managing Director, SNGPL, Lahore, authored by Transparency International Pakistan.

2. It may please be noted that subject tender enquiry was processed under the Single Stage Two Envelope bidding procedure. Furthermore, it is pertinent to mention here that Mr. Umair Karamat was neither a bidder nor a supplier or a representative of any participating firm, he lacked the standing to invoke the grievance mechanism or challenge the procurement proceedings after the opening of bids.

3. Without prejudice to the above, even if for the sake of argument, the complaint is examined under Rule 48, the objections raised by Mr. Umair Karamat are still not maintainable. Attention is invited to Rule 48(3) & 48(5) of the PPRA Rules, 2004, which are being reproduced as under;

> "**48 Redressal of grievances by procuring agency. -**
> ...
> *(3) Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.*
> ...
> *(5) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:*
>
> *Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.*
> ..."

The complainant allegations against the subject tender enquiry SNGPL detailed remarks are as follows for kind consideration: -

Sr. No.	Complainant Allegations	SNGPL Remarks
1.	The SNGPL invited bids through Tender No. SNT-2296/25 for the procurement of CIP Survey Equipment	**Reply against Point No. 1** Tender Enquiry No. SNT-2296/25 for the procurement of CIP Survey Equipment was advertised through the press and processed under the Single Stage Two Envelope Procedure. Tender documents were issued to six bidders, while three

		bids were received and publicly opened on 23.12.2025 before being forwarded for technical evaluation. After technical evaluation, the following 02 bidders **(Bidder-1 & Bidder-2)** were declared technically responsive: - **Bidder-1** M/s FF Enterprises, Lahore (Principal: M/s M.C. Miller Co. Inc., USA) **Bidder-2** M/s MAS Associates (Pvt.) Ltd., Lahore (Principal: M/s DCVG Ltd., UK), **Bidder-3** M/s National Electronics Company, Lahore was declared technically non-responsive due to non-compliance with the tender requirements and because its claimed principal, M/s DCVG Ltd., UK, confirmed that the firm was not its authorized bidder. No participant submitted any grievance before the Grievance Redressal Committee (GRC), and the evaluation was conducted strictly in accordance with SNGPL's tender terms, procurement regulations, and the provisions of the tender documents.
2.	M/s MAS Associates, the successful bidder had quoted Interrupter Model SMART 150A which do not meet the tender clause 3.2(b) & 3.2(c) of the General Terms and Conditions of tender.	**Reply against Point No. 2** Tender Clause No. 3.2(b) is a mandatory post-qualification requirement requiring bidders to submit five years' sales references with supporting Purchase Orders. The Evaluation Committee assessed all bids strictly in accordance with the approved SNGPL Tender General Terms & Conditions and PPRA Rules, without waiving or relaxing any mandatory requirement. The same Quantum CIP equipment offered by M/s MAS Associates, Lahore on behalf of M/s DC Voltage Gradient Technology & Supply Ltd., UK had already been evaluated under Tender Enquiry No. SNT-2249/25. During the evaluation, the bidder fulfilled Clause 3.2(b) by submitting the required five years' sales references and satisfactory performance of the equipment was verified through end user feedback, including confirmation from M/s TT Asia Company Ltd., Vietnam Oil & Gas, Vietnam **(Annexure-I)**. Consequently, the bidder was declared technically responsive. In the present Tender Enquiry No. SNT-2296/25, the bidder has offered the same brand, manufacturer, and Quantum CIP equipment, which had already been technically approved. Furthermore, under Appendix-E, Clause No. 6, bidders declared

		technically responsive by SNGPL within the last five years are exempt from re-submitting the requirements of Clauses 3.2(b) and 3.2(c). The quoted SMART 150A interrupter is an upgraded version of the previously accepted models (100A and 125A) and is a technological enhancement rather than a new product. As the procurement relates to a complete CIP Survey Equipment package, Clause 3.2(b) applies to the equipment package as a composite whole rather than to its individual components. Accordingly, the post-qualification requirement for the offered Quantum CIP equipment stands fulfilled through its previous compliance under Tender Enquiry No. SNT-2249/25.
3.	The specification of tender mentions 2 major components i.e. Equipment (Meter) with GPS Synchronized Current Interrupter and with 1 CIP meter 3 Interrupters.	**<u>Reply against Points No. 3 & 4</u>** It shall be noted that the tender enquiry pertains to procurement of CIP survey equipment, which is a complete package comprising of various components and accessories to fulfil field survey requirements in accordance with international / applicable standards in the industry. Moreover, as per Schedule of Requirement clause no. 2 and bid evaluation criteria, the offered survey solution shall be evaluated as a complete equipment package. Wherein the Current Interrupters are not evaluated as an accessory rather it has been evaluated as an integral and main component of the said survey solution package. Further, the allegation that the Interrupters were evaluated merely as an accessory is factually incorrect. The technical evaluation was conducted strictly in accordance with the Technical Specifications and evaluation criteria stipulated in the Tender Documents. Furthermore, neither of the bidders participating in the subject tender enquiry quoted a separate price for the Interrupters. Instead, both technically and commercially responsive bidders, namely M/s MAS Associates, Lahore and M/s FF Enterprises, Lahore, submitted a single consolidated price for the complete equipment/package, inclusive of the Interrupters, as part of their respective bid offers.
4.	The Accessories mentioned in tender documents include Data probes and wire dispenser and no other items is mentioned as accessories beyond these two. However, the evaluation has put the most expensive component i.e. INTERRUPTER which cost approx. US $4000 each unit, (total 03 interrupters cost approx. 12000 US$ with each meter) and put the same in accessories and evaluated accordingly. This is in complete violation of specifications defined in tender documents as accessories.	
5.	The offered interrupter model, SMART 150, has been manufactured for only about two years, which can also be verified online. This contradicts with clause 3.2(b)	**<u>Reply against Point No. 5</u>** As noted in as Sr. No.2 above, the quoted SMART 150A interrupter by the M/s DCVG, UK is an upgraded version of previous interrupters (100A and 125A) having advanced features with customizable

	& 3.2(c) of tender general terms and conditions.	settings. Same is also evident from the following details regarding current interrupters of M/s DCVG mentioned in the Annex-C of the received complaint relevant contents of which are reproduced hereinbelow: " • ***Initial Technology Development:*** *DCVG Ltd. has been developing current interruption technology since its founding in* ***1994****, Earlier models typically featured 50A and 125A capacities.* • ***Documentation History:*** *Technical Brochures and information sheets for DCVG Interrupters were significantly updated in* ***2014.*** *However, catalogues from* ***2015*** *primarily featured 125A satellite and standard interrupters rather than the "Smart 150A" model.* • ***Modern Features:*** *The "Smart 150A" is distinguished by modern features such as* ***touch screen technology,*** *GPS synchronization and an integrated oscilloscope. These advance digital features align with the manufacturer's more recent product refreshes seen in the early* ***2020s.*** • ***Current Status:*** *As of* ***2026****, the 150A Smart Interrupter remains a flagship a high-capacity model used for pulsing cathodic protection systems during DCVG and CIPS surveys."* The above details also confirm that the offered Smart 150 A model is an advanced version with upgraded features of the previous **50 A & 125 A** current interrupters, which has been developed by the **M/s DCVG Ltd, UK since its founding in 1994.**
6.	In complete violation of PPRA Rule 35, SNGPL has also published purchase order on and dispatched on the same day i.e. 18.06.2026	<u>**Reply against Point No. 6**</u> The allegation regarding the alleged violation of Rule 35 of the Public Procurement Rules, 2004 is entirely baseless, devoid of merit, and unsupported by the facts, applicable record, and the procurement proceedings. The procurement process was conducted strictly in accordance with the provisions of the Public Procurement Rules, 2004. For ease of reference, Rule 35 of the Public Procurement Rules, 2004 is reproduced below:

		*"**35. Announcement of evaluation reports. -** Based on the procedure adopted for the respective procurement, the procuring agency shall announce the result of bid evaluation, in the form of final evaluation report giving justification for acceptance or rejection of bids at least fifteen days prior to the award of procurement contract:* *Provided that in case where technical proposal is to be evaluated separately, prior to opening of financial proposal, the technical evaluation report shall be announced before opening of the financial proposal."* It is respectfully submitted that Tender Enquiry No. SNT-2296/25 for the procurement of CIP Survey Equipment was conducted under the Single Stage Two Envelope Procedure in strict compliance with the Public Procurement Rules, 2004. The technical bids were publicly opened on 23.12.2025, following which technical and commercial clarifications were sought from all three (03) participating bidders, wherever required, in accordance with the bidding documents. Upon completion of the evaluation process, the Technical Evaluation Report was published on the PPRA website on 04.02.2026. In terms of the Public Procurement Rules, 2004, read with Rule 48(3), only an aggrieved bidder or supplier is entitled to invoke the grievance redressal mechanism by filing a complaint within the prescribed period after announcement of the evaluation report. The grievance mechanism under the PPRA Rules is specifically available to bidders or suppliers (after opening of tenders) who have participated in the procurement process and claim to be aggrieved by any act or decision of the procuring agency. The safeguard provided by Rule 35 exists specifically to provide a window of redress to aggrieved bidders, not unconcerned strangers. In fact, prior to its amendment Rule 48(2) of the PPRA Rules specifically cross-referenced Rule 35 in respect of limitation for lodging of grievances. Moreover, it is also pertinent to mention here that as per PPRA Rule 48(5) the complainant cannot raise any objection on technical evaluation report.

		In the present case, Mr. Umair Karamat neither purchased the tender documents nor participated in the subject procurement process in any capacity whatsoever. Furthermore, he has neither disclosed nor established any relationship or affiliation with any participating bidder or supplier as well. Consequently, he does not fall within the category of an "aggrieved bidder or supplier" as contemplated under Rule 48(3) of the PPRA Rules, 2004 and, therefore, lacks the legal standing (locus standi) to invoke the grievance mechanism or challenge the technical evaluation and subsequent procurement proceedings. Accordingly, the complaints and allegations levelled by Mr. Umair Karamat are wholly misconceived, without lawful authority, frivolous, and devoid of any factual or legal basis.

4. It is also pertinent to mention that Mr. Umair Karamat had previously submitted substantially similar allegations before, *inter alia*, the Ministry of Energy (Petroleum Division), Government of Pakistan. Those allegations were comprehensively examined, and a detailed reply was submitted to the Ministry on 25.05.2026, addressing each allegation on merits with supporting documentary evidence. A copy of the said reply is enclosed herewith as **(Annexure-II)** for your kind information, record, and ready reference.

5. In view of the foregoing facts and the applicable provisions of the PPRA Rules, it is respectfully submitted that the complaint is factually incorrect, legally untenable, and misconceived. The allegations neither establish any violation of, nor disclose any ground maintainable under the PPRA Rules, 2004, or, for that matter, any other law in force in Pakistan. It is, therefore, respectfully requested that the complaint may kindly be treated as devoid of merit and filed accordingly.

Thanking you,

(ASIM ALI MIR)
GENERAL MANAGER (PROCUREMENT)
for MANAGING DIRECTOR

<u>Please also find enclosed herewith: -</u>

The Technical Evaluation Report pertaining to the previous Tender Enquiry No. SNT-2249/25, dated 30.04.2025 is enclosed herewith as **(Annexure-III)**. The queries / clarifications sought from the bidder i.e. M/s MAS Associates, Lahore are enclosed as **(Annexure-IV).**