



No. PPRA/AP-42/2025
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 National Cuisine, etc.

...the "Appellant"

Vs.

Pakistan Railways, etc.

...the "Respondent"

Date of Hearing 30.12.2025 27.11.2025	Mr. Wajid Navid (Advocate) (On behalf of Appellant) Mr. Salman Kazmi (On behalf of Respondent No.1 i.e., Pakistan Railways) Mr. Ehtisham Malik (On behalf of Respondent No. 2 i.e., M/s Raas Services)
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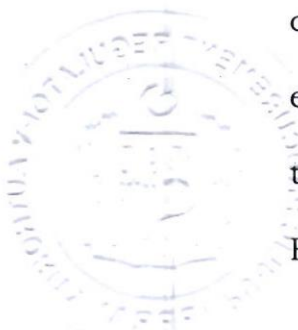
APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004

The above mentioned learned counsel(s) and representative(s) of the parties tendered appearance before the Appellate Committee and furnished their arguments at length.

2. At the very outset, learned counsel of the appellant i.e., M/s National Cuisine, etc. submitted that the impugned procurement process originated from a tender advertised by

the respondent i.e., Pakistan Railways on 08.07.2025 in various national newspapers for the outsourcing of Complimentary and Janitorial Services in specified rail cars operating between Lahore and Rawalpindi (the "Subject Tender"). In response thereto, National Cuisine a contractual joint venture constituted vide agreement dated 07.02.2025 between M/s HA Ittehad Cargo, M/s National Catering, M/s Waleed Associates, IVCC Engineering (Pvt.) Ltd., and M/s DUMx Enterprises (collectively, the "Appellant") submitted its bid strictly in accordance with the advertisement requirements. The joint venture was formed exclusively for participation in the Subject Tender, and both technical and financial proposals were duly submitted on 05.08.2025.

3. The counsel of the appellant also submitted that, in accordance with technical evaluation, Pakistan Railways itself confirmed the Appellant's qualification and parity with other bidders, vide its qualification letter dated 25.08.2025, wherein five bidders including the Appellant were declared technically qualified and placed on equal footing. The said letter further fixed 28.08.2025 as the date for opening of financial bids at Pakistan Railways Headquarters, Lahore. It is the Appellant's categorical case that upon opening of the financial bids, it emerged as the lowest and most advantageous bidder and was therefore legally entitled to award of the Subject Tender. However, despite lapse of considerable time, Pakistan Railways



failed to communicate any further development, decision, or outcome of the tender process.

4. The counsel of the appellant further submitted that, in blatant violation of Rule 35 of the PP Rules, 2004, no Final Evaluation Report ("FER") has ever been published, either on the PPRA website, Pakistan Railways' official website, or otherwise communicated to the Appellant. The mandatory requirement of publishing a reasoned FER at least fifteen days prior to award of contract has been completely disregarded. In the absence of such FER, the entire procurement process stands vitiated and any purported award is rendered void ab initio.

5. The counsel of the appellant also submitted that they subsequently learnt, through unofficial channels, that the Subject Tender had allegedly been awarded to M/s Raas Services, which was admittedly not the lowest or most advantageous bidder. No documentary evidence of such award has ever been published or shared with the bidders. Any such alleged award is unlawful, non-transparent, and contrary to the PP Rules, particularly when undertaken without publication of a valid FER. The manner in which the tender appears to have been processed reflects secrecy, arbitrariness, and mala fide intent to deprive the Appellant of its lawful rights.

6. The counsel of the appellant further added and submitted that, upon becoming aware of the said unlawful

developments, the Appellant promptly invoked the grievance redressal mechanism, by filing a formal complaint dated 30.09.2025 before the Grievance Redressal Committee ("GRC") of Pakistan Railways under Rule 48 of the PP Rules, 2004. Despite statutory obligation, the respondent no. 01 i.e., Pakistan Railways failed to respond, compelling the Appellant to issue reminders dated 01.10.2025 and 03.10.2025. Only thereafter did Pakistan Railways convene a GRC hearing on 07.10.2025, which the Appellant attended along with his legal counsel.

7. The counsel of the appellant further argued and submitted that, during and after the GRC proceedings, serious procedural irregularities / illegalities were made, which further substantiate the Appellant's case. Members of Pakistan Railways admitted before the Appellant that the Subject Tender had indeed been awarded to M/s Raas Services. Moreover, the Appellant was verbally informed that its bid may have been considered "too low" a ground unknown to law unless supported by a reasoned FER. Crucially, when questioned during the hearing, the GRC itself admitted that no Final Evaluation Report was available on record, a fact contemporaneously placed on record by the Appellant vide letter dated 08.10.2025. The Appellant also highlighted that the tender was neither processed nor published in accordance with the E-Pak Procurement Regulations, 2023, and that



Pakistan Railways had allegedly sought an exemption from the Ministry further demonstrating non-transparency.

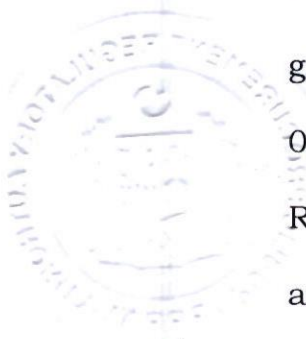
8. The counsel of the appellant also submitted that due to the GRC's failure to pass any decision, the Appellant was constrained to file the present Appeal before PPRA, where multiple hearings took place. During the proceedings, Pakistan Railways failed to appear on the first hearing, while M/s Raas Services did appear through counsel. It was only on the eve of the third hearing that the GRC issued a purported decision dated 17.11.2025, dismissing the Appellant's complaint as "time-barred." The said decision is patently unlawful, as it deliberately avoids addressing the core illegality namely, the complete absence of a validly published FER under Rule 35 of the PP Rules, 2004.

9. The counsel of the appellant further submitted that the GRC's finding on limitation is factually and legally untenable, as limitation under Rule 48 can only commence from the lawful publication of a valid FER. In the present case, not only was no FER published, but its non-existence was admitted by the GRC itself during the hearing. Consequently, no limitation period could ever have commenced against the Appellant. The GRC's reliance on an alleged "final award letter" is misplaced, as any such letter issued without compliance with Rule 35 is itself illegal. The Complaint was filed promptly upon learning of verbal rumours of award, and the Appellant has diligently

pursued its remedy at every stage, despite persistent non-cooperation by Pakistan Railways.

10. At the last, the counsel of the appellant also added and submitted that the conduct of Pakistan Railways stands further exposed by its admission before PPRA / this Committee that the "final award letter" be treated as the Final Evaluation Report thereby unequivocally conceding that no FER was published prior to award as mandated by law. This admission alone renders the entire procurement process a case of misprocurement, liable to be set aside. The Appellant, being the lowest evaluated bidder, has been unlawfully deprived of the contract through a process tainted by arbitrariness, procedural violations, and bad faith, warranting immediate interference by this Honourable Forum.

11. On the other hand, learned representative of the respondent no. 01 i.e., Pakistan Railways raised preliminary objections and submitted that the present appeal is not maintainable, as it founded upon a grievance which itself was hopelessly time-barred and legally incompetent. The undisputed record establishes that the final award letter was issued on 20.09.2025, whereas the complainant lodged the grievance before the Grievance Redressal Committee (GRC) on 02.10.2025, i.e., after a lapse of approximately twelve (12) days. Rule 48 of the Public Procurement Rules, 2004 mandates that any grievance must be raised prior to finalization of the



procurement process. Once the procurement had attained finality through issuance of the award letter, no legal right survived in favour of the appellant to invoke the grievance mechanism. Consequently, the grievance, and by extension the present appeal, is barred by limitation and liable to be dismissed on this ground alone.

12. The representative of the respondent no. 01 also submitted that it is an admitted position that the successful bidder commenced services with effect from 01.10.2025, thereby giving full effect to the award of contract. The appellant, despite having knowledge of the award as expressly admitted in its own complaint dated 30.09.2025 chose not to approach the competent forum within the prescribed time. By approaching the GRC after conclusion of the procurement process, the appellant voluntarily forfeited its statutory right, if any, under Rule 48 of the PP Rules, 2004. The appeal is, therefore, a misconceived attempt to revive a cause of action which had already extinguished by operation of law, and settled procurement proceedings cannot be reopened at such a belated stage.

13. The representative of the respondent no. 01 further submitted that the GRC, after being constituted on 04.10.2025, afforded the appellant a personal hearing on 07.10.2025, and thereafter passed a reasoned and lawful decision holding that the grievance was not maintainable due

to late filing. It is submitted that once the procurement process had reached finality, the GRC was divested of jurisdiction, as Rule 48 confers authority only over disputes arising during the subsistence of the procurement process and not after award of contract. The GRC, therefore, rightly refrained from assuming jurisdiction over a barred complaint and declared the grievance void ab initio. The impugned decision is strictly in accordance with law, based on admitted facts, and passed after observing due process.

14. The representative of the respondent no. 01 further added and submitted that, on merits as well, the appellant's allegations are wholly misconceived and factually incorrect. The Financial Committee, after due evaluation, formed the considered opinion that the rates offered by M/s National Cuisine and M/s Syed Enterprises were irrational and fanciful, giving rise to serious apprehensions regarding sustainability and quality of services. Conversely, the firm M/s Raas Services, in joint venture with M/s Kitchen Cuisine, secured the second highest technical score, demonstrating adequate capacity to deliver satisfactory services. The firm offering the highest technical score, i.e., M/s Unicorn Prestige, quoted rates 64% higher than M/s RAAS Services, rendering it unsuitable on the principle of value for money. The selection of M/s RAAS Services was, therefore, based on a balanced assessment of quality, equity, and rate reasonability, in line with Rule 2(1) of the PP Rules, 2004.



15. The representative of the respondent no. 01 further argued and submitted that Pakistan Railways categorically denied any allegation of procedural illegality, mala fide, misappreciation of facts, or violation of PP Rules. The procurement process was conducted in a transparent and competitive manner, strictly in compliance with Rule 33 and other applicable provisions. The GRC proceedings were duly conducted, notices were issued, and the appellant was heard in person. The appellant's assertions regarding reminders, correspondence, and alleged non-communication are incorrect and not supported by the record. Moreover, Pakistan Railways has never compromised on service quality, and the joint venture partner M/s Kitchen Cuisine has been providing satisfactory services, with no complaints received to date.

16. At the last, the representative of the respondent no. 01 further submitted that the present appeal is a clear abuse of the statutory process, aimed at unsettling a concluded procurement despite the absence of any surviving legal right. It is a settled principle that a bidder has no vested or enforceable right after final award of contract, and a party that failed to act within limitation is estopped from reopening concluded proceedings. Since the impugned decision of the GRC is lawful, reasoned, and consistent with Rule 48 of the PP Rules, 2004, the appeal warranted outright dismissal, being devoid of merit and based on mere apprehensions.

17. On the other side, learned counsel of the respondent no. 02 i.e., M/s Raas Services (successful bidder) submitted that, the instant Appeal dated 27.10.2025 is wholly misconceived, premature, time-barred, infructuous, and non-maintainable in law. The Appellant has deliberately suppressed material facts and has sought to misuse the appellate jurisdiction of this Honourable Authority by invoking parallel remedies in clear violation of the mandatory scheme prescribed under Rule 48 of the Public Procurement Rules, 2004. The undisputed record established that the procurement process was lawfully concluded and the contract was awarded on 20.09.2025, whereas the Appellant approached the Grievance Redressal Committee (GRC) of the respondent no. 01 i.e., Pakistan Railways only on 02.10.2025 and, during the pendency of those proceedings, simultaneously filed the present Appeal before PPRA on 27.10.2025, which is impermissible under law.

18. The counsel of the respondent no. 02 also submitted that the statutory mechanism under Rule 48 of PP Rules, 2004 is explicit and sequential, providing that an aggrieved bidder must first exhaust the remedy before the GRC under Rule 48, and only after a decision of the GRC can an appeal be maintained before PPRA under Rule 48(7) of the PP Rules, 2004. Filing an appeal during the pendency of GRC proceedings renders such appeal incompetent ab initio. Even if the GRC allegedly failed to decide the complaint within the stipulated timeframe under Rule 48(6), the Appellant's lawful

remedy lay before the High Court for seeking appropriate directions, not by bypassing the statutory framework. The Appellant's conduct amounts to deliberate forum shopping and abuse of the process of law, which stands squarely prohibited.

19. The counsel of the respondent no. 02 further submitted that the legal position regarding election of remedies is well settled, as authoritatively held by the Hon'ble Supreme Court of Pakistan in *Chief Executive Officer Ngel, Genco-III, TPS Muzaffargarh v. Khalid Umar Tariq Imran and others* (2024 SCMR 518), wherein it was categorically ruled that once an aggrieved person elects a particular statutory remedy, he is estopped from invoking another parallel remedy midstream, a principle rooted in waiver, estoppel, res judicata, and Order II Rule 2 CPC. The same principle has been reiterated by the Hon'ble Islamabad High Court in *Ch. Abdul Latif & Sons v. NHA and others* (2025 YLR 2080), holding that abandonment of one statutory forum in favour of another constitutes forum shopping and cannot be permitted. The Appellant's conduct in the present case is squarely hit by these binding precedents.

20. The counsel of the respondent no. 02 also added and submitted that, during the pendency of the present Appeal, the GRC of Pakistan Railways has already announced its final decision dated 17.11.2025, whereby the Appellant's complaint was categorically rejected as time-barred, having been filed beyond the limitation prescribed under Rule 48 of PP Rules,

2004. The GRC expressly held that the award was made on 20.09.2025, whereas the complaint was instituted on 02.10.2025, rendering it barred by time. Once the competent statutory forum has conclusively held the complaint to be time-barred, no surviving grievance remains for adjudication. It is trite law that an appeal cannot revive a cause of action extinguished by limitation, and a premature appeal does not mature automatically upon a subsequent decision; rather, a fresh appeal within limitation would be the only lawful course, which admittedly has not been adopted by the Appellant.

21. At the last, the counsel of the respondent no. 02 also submitted that, without prejudice to the foregoing objections, the allegations on merits are equally baseless. The respondent no. 01 / procuring agency conducted the entire procurement strictly in accordance with PP Rules, 2004, the Standard Bidding Documents, and the notified evaluation criteria. Respondent No. 02 fulfilled all mandatory requirements, achieved superior technical and financial scores, and was rightly declared the most advantageous bidder on merit. The Appellant has failed to point out any specific statutory violation and has merely raised vague and generalized allegations devoid of evidence, an approach consistently disapproved in procurement jurisprudence. The procurement process stands lawfully concluded and contractually finalized, and any interference at this belated stage would seriously prejudice



public interest and undermine the sanctity and certainty of public procurement.

22. After perusal of all relevant record and arguments made by all the parties, the Appellate Committee noted that the present appeal arises out of a tender advertised by Pakistan Railways on 08.07.2025 for outsourcing of Complimentary and Janitorial Services in specified rail cars operating between Lahore and Rawalpindi. The Appellant, M/s National Cuisine, a contractual joint venture constituted vide agreement dated 07.02.2025, submitted its technical and financial bids on 05.08.2025. Vide letter dated 25.08.2025, Pakistan Railways declared five bidders, including the Appellant, as technically qualified and scheduled the opening of financial bids on 28.08.2025. As per the stance of the Appellant, upon opening of the financial bids, it emerged as the lowest bidder; however, no Final Evaluation Report was published or communicated as mandated under Rule 35 of the Public Procurement Rules, 2004. The Appellant further alleged that the subject tender was awarded to M/s Raas Services without publication of any Final Evaluation Report and without disclosure of reasons, thereby rendering the entire procurement process illegal, non-transparent, and violative of mandatory statutory provisions.

23. At this juncture, the Appellate Committee observed that subsequent to the completion of the technical evaluation, Respondent No. 01, namely Pakistan Railways, issued the

technical evaluation report vide letter dated 25.08.2025, whereby five bidders, including the Appellant, were declared technically qualified. Thereafter, the financial bids were opened on 28.08.2025. However, in terms of Rule 48(3) of the Public Procurement Rules, 2004, any bidder aggrieved by any act of the procuring agency after submission of its bid is entitled to lodge a written complaint regarding its grievances within seven (07) days of the announcement of the technical evaluation report. In the present case, Respondent No. 01, without observing the mandatory waiting period of seven (07) days as prescribed under the said rule, proceeded further and opened the financial bids after merely three (03) days. Such action was in clear contravention of Rule 48(3) of the PP Rules, 2004, and effectively deprived the Appellant, as well as other aggrieved bidders, of a meaningful opportunity to raise objections arising from the technical evaluation report.

24. The Appellate Committee also observed that it stands clearly established from the record that Respondent No. 01 failed to prepare and publish the Final Evaluation Report in accordance with Rule 35 of the Public Procurement Rules, 2004. The said Rule imposes a mandatory statutory obligation upon the procuring agency to compile and duly publish a reasoned Final Evaluation Report prior to the award of the contract. The publication of the Final Evaluation Report is not a mere procedural requirement; rather, it constitutes a substantive legal safeguard designed to uphold the principles



of transparency and accountability, while also enabling aggrieved bidders to avail their right to timely legal recourse. Consequently, any contract award made in the absence of a properly prepared and published Final Evaluation Report is unlawful and cannot be sustained in the eyes of law.

25. The Appellate Committee further observed that limitation under Rule 48 cannot be invoked mechanically or in isolation from Rule 35 of the PP Rules, 2004. The statutory cause of action for filing a grievance arises only upon lawful completion of the evaluation process through publication of a Final Evaluation Report. In the present case, where no Final Evaluation Report was ever published and its absence stands admitted on record, the limitation period could not have commenced. Consequently, the finding of the Grievance Redressal Committee that the grievance was time-barred is legally flawed and unsustainable.

26. Furthermore, the Appellate Committee observed that the record clearly demonstrates that the procurement process called in question was carried out through a manual procedure rather than through the electronic mode prescribed under the e-Pak Acquisition and Disposal System (EPADS). In terms of Rule 7A of the Public Procurement Rules, 2004, read with the e-Pak Procurement Regulations, 2023, all procuring agencies are mandatorily required to conduct procurement proceedings through EPADS. However, in the present case, the respondent,