



**No. PPRA/AP-03/2026**  
Government of Pakistan  
**Public Procurement Regulatory Authority**  
**(Appeal & Review Petition Secretariat)**  
1<sup>st</sup> Floor, FBC Building, G-5/2, Islamabad  
<><><>

**ORDER**

M/s Fazal-e-Rabbi Limousine Service (Pvt.) Ltd.

**...the "Appellant"**

Vs.

Pakistan Airports Authority (PAA)

**...the "Respondent"**

<b>Date of Hearing</b> <b>25.02.2026</b>	Mr. Zayyad Khan, Mr. Farhan Ahmed  <b>(On behalf of Appellant)</b>  Rana Muhammad Bilal Anwar (Deputy Director (Legal)) Barrister Mamoon Shah, ANZ Partners  <b>(On behalf of Respondents 1 &amp; 2 i.e., PAA)</b>  Mr. Aamir M Imran, Manager Head Office  <b>(On behalf of Respondent 3)</b>
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**APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004**

The Authority received an Appeal filed by M/s Fazal-e-Rabbi Limousine Service Pvt., Limited, through its Managing Director, "the Appellant" on 02.01.2026 under Rule 48(7) of the Public Procurement Rules, 2004. The Authority on receipt of

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the Appeal issued notices to M/s Fazal-e-Rabbi Limousine Service Pvt. Ltd. "the Appellant"; Pakistan Airports Authority (PAA) & Pak Limousine Service Pvt. Ltd. "the Respondents", wherein it was directed to appear in person or through their nominated representatives or Counsel before the Authority on 11.02.2026, before the Appellate Committee in the Committee Room of Public Procurement Regulatory Authority (PPRA).

2. On the said date of hearing i.e., 11.02.2026, the representatives of the parties, i.e. M/s Fazal-e-Rabbi Limousine Service Pvt. Ltd.; Pakistan Airports Authority (PPA) & Pak Limousine Service Pvt. Ltd. appeared before the Committee and presented their arguments at length. The Respondents provided written arguments to the Committee.

3. The representative of the Appellant submitted that being aggrieved and dissatisfied with the decision of Grievance Redressal Committee under Rule 48 of the Public Procurement Rules, 2004, bearing No. HQPAA/1811/03/05/PDCT/2898 dated 23-12-2025, thereby rejecting the grievance in the Tender for Airport Taxi / Cab services counters at Jinnah International Airport, Karachi. The Appellant is the owner and operator of White Cab, continuously operating since June, 2004, at Jinnah International Airport, Karachi, and serving as the official concessionaire of the Civil Aviation Authority, now Pakistan Airport Authority.

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4. The representative of the Appellant further submitted that the Respondent No. 1 invited tenders for concession on a single stage two envelope basis from registered companies / firms having relevant experiences, with good reputation and sound financial background, and eligibility criteria for bidders was 80% weightage in the technical evaluation. The Appellant being interested participated in the subject bid and submitted its technical as well as financial bids. That total three bidders participated in the subject bid, and all three bidders were technically qualified. However, at the time of financial bids, the third bidder namely M/s Airport Limousine Service Pvt Limited was disqualified due to previous dues. The applicant acquired more than 90% marks in technical bid.

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5. The representative of the Appellant further submitted that in the financial bids, the Applicant and Respondent No. 3 were considered wherein the bid of the Respondent No. 3 was higher than the Applicant. That due to serious grievance in the bidding process, the Applicant prior to acceptance of bid of Respondent No. 3, i.e., 09-12-2025 submitted complaint to Respondent No. 2, thereby, mentioning the illegalities committed during the bidding process. Further averred that the Applicant M/s Fazal-e-Rabbi Limousine Service Pvt Limited filed its complaint dated 09-12-2025 before the Grievance Redressal Committee (GRC) of the Pakistan Airport Authority (PAA), wherein, the Applicant has assailed unfair evaluation,

Page 3 of 23

non-compliance of mandatory requirements of tender documents and attempt to influence the tender proceedings in respect of tender for Airport Taxi / Cab services at Jinnah International Airport Karachi.

6. The representative of the Appellant further contended that during the opening of financial bids on 21-11-2025, it has come to its knowledge that M/s Pak Limousine Services Pvt Limited, the other competing bidders financial form and bid security did not match criteria as per Tender form / tender terms and conditions and they attempted to influence, apparently to prevent fair competition after its legitimate qualification. Further added that in terms of Clause 7 (a) of the Tender Document, the bidders were required to submit two (02) bank drafts / pay orders in favour of Pakistan Airport Authority, one equal to one month license fee offered by the participant company, and the other equal to four months license fee @ last year license shall be attached with financial offer. That the other bidder, i.e., M/s Pak Limousine Services Pvt Limited/Respondent No. 3, failed to submit the required pay order equal to four (04) months license fees as per requirement which was mandatory in nature as such was not qualified for award of contract. That the Applicant has reasons to believe that the influence worked and concession / undue advantage was given to M/s Pak Limousine Services Pvt Limited/Respondent No. 3, which otherwise was not available



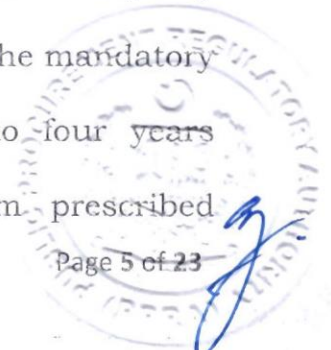
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under the law. That the Applicant submitted its tender in full compliance, including all required pay orders, bid securities and supporting documents, which were duly verified and accepted at the time of tender opening.

7. The representative of the Appellant contended that as per technical evaluation criteria, the minimum technical score for qualification is 80% and whereas the Applicant achieved more than 90%, thereby, meeting the prescribed standard. That the Respondent No. 1 accepted the bid of Respondent No. 3 vide letter reference no. HQPAA/1907/357/CMCS/VII dated 10-12-2025. Further added that the Applicant was not provided an opportunity of hearing by the Grievance Redressal Committee / Respondent No. 2 as such the Applicant has been condemned unheard. That the procuring agency / Respondent No. 1 failed to follow the evaluation criteria specified in the bidding documents. That the successful bidder did not meet the mandatory requirements of the bidding documents.

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8. The representative of the Appellant further submitted that the bidding process for the said contract was limited to only two bidders, the Appellant and the favoured respondent. The Appellant submitted a competitive bid of Rs. 1,52,500/- per month, which was the lowest and most favourable bid, fully compliant with all tender conditions, including the mandatory requirement of depositing a security equal to four years contract value. That in clear deviation from prescribed



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procedure, the other bidder submitted a security deposit of only two years instead of four, justifying it on the pretext that their other existing contract was still ongoing and its security could be considered. Despite this non-compliance, the concerned Airport Authority illegally and arbitrarily favoured the other bidder, granting them the contract in clear violation of tender rules and fair competition principles. That aggrieved by this arbitrary and unfair action, the appellant filed a lawful appeal before the Grievance Redressal Committee, highlighting the irregularity, favouritism, and non-compliance of the security deposit rules. The actions of the Airport Authority and the Grievance Redressal Committee constitute a violation of principles of natural justice, particularly the rule of audi alteram partem, and amount to arbitrary and illegal favouritism in awarding a public contract.

9. The representative of the Respondent submitted that the instant Appeal lacks merit. The same is unfounded. The Respondent Procuring Agency has strived rigorously to uphold the procedure laid down by this Learned Authority by means of the PPRA Act 2002 and PPRA Rules 2004, along with all other enabling regulations thereto. It is also eminent to mention here that the Appellant is merely trying to tip the scales in his favour since he was held to be technically qualified as per the technical evaluation; however, that does not mean that he will be considered the 'most advantageous bidder' since

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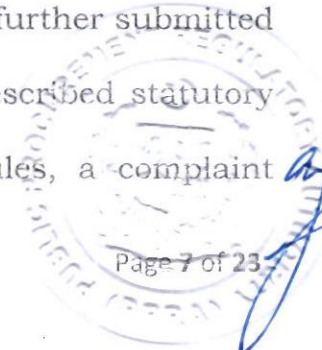
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all three bidders were held to be technically qualified. That the facts and grounds taken by the Appellant in the Appeal lack proof of the Respondent's intention being tainted with malice or the process starting from the invitation of tenders till the award of the contract was either mala fide or non-transparent. Further submitted that the Pakistan Airport Authority floated a tender for the Grant of License to Establish and Operate Airport Taxi / Cab Service at Jinnah International Airport, Karachi, in which three bidders, including the Appellant, participated and were declared technically qualified subject to clearance of dues. The Appellant secured 88% in the technical evaluation; however, upon opening of financial bids on 21-11-2025, it ranked second, while M/s Pak Limousine Services Pvt Limited emerged as the highest bidder and was awarded the Contract after approval by the Competent Authority. The Appellant subsequently filed a complaint before the Grievance Redressal Committee after an unexplained delay of 19 days from the opening of financial bids on grounds pertaining to the mandatory provisions of the bid document; such a complaint should have followed Rule 48 (3) procedure, inherently meaning that a complaint should have been filed within 07 days of the Technical Evaluation Report.

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10. The representative of the Respondent further submitted that the grievance was filed beyond the prescribed statutory period. Under Rule 48(3) of the PPRA Rules, a complaint



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relating to the technical stage must be filed within seven (07) days of the announcement of the Technical Evaluation Report. The Appellant, however, approached the GRC after the lapse of approximately 18-19 days. Further added that under Rule 48(5), objections to the technical evaluation cannot be raised after the issuance of the final evaluation report. The statutory bar is absolute, and the present Appeal is therefore, liable to be dismissed. The procurement process has already been culminated in the award of the Contract and issuance of the Letter of Acceptance on 10-12-2025. The successful bidder has acted upon the same. Further added that the Appellant itself was a defaulter of outstanding dues at the time of the tender and only cleared the same after being granted an opportunity by the Respondents. All bidders were treated equally in this regard.

11. The representative of the Respondent further submitted that the Appeal is also incompetent due to non-payment of the prescribed fee as required under Rule 48(7) and the relevant Regulations. The prescribed fee for filing of the Appeal must be paid with the filing of the Appeal under Rule 48 (7) and Schedule II of the Redressal of Grievance Regulations 2021, which is 0.1% of the procurement value not exceeding Rs. 2.5 million, which in this case amounts to Rs. 395,784/-, since the procurement value for the 5-year period of contract is Rs. 395,784,963/-, which shall alone merit dismissal of this

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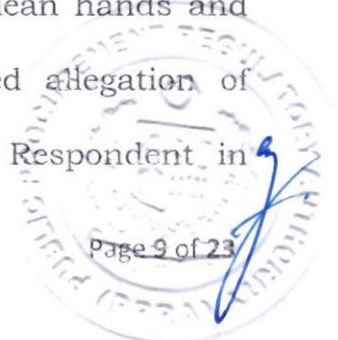
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Appeal. Further added that the Appellant has relied upon internal and confidential correspondence of the Respondents, which was never shared with any bidder. This clearly indicates unlawful procurement of official material and a deliberate attempt to manipulate and influence the tender proceedings. Such conduct falls squarely within the definition of corrupt and fraudulent practices under Rule 2 (f) (i) of the Public Procurement Rules, 2004. The Respondents reserve the right to initiate appropriate legal action, including blacklisting. Further added that no violation of the Public Procurement Rules, 2004 or tender conditions has been identified; the process was conducted fairly, transparently, and with equal opportunity to all bidders.

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12. The representative of the Respondent further submitted that the primary ground (the earnest money) agitated by the Appellant is based on a fact which the same has procured fraudulently. It is a trite proposition of law that evidence procured illegally cannot be presented before a Court of Law and the same is an action that may carry penalty or fine or both. In the following lines, the Respondent will justify the fraud committed by the Appellant as well as the explanation for the primary ground. Further added that the Appellant has approached this Learned Authority with unclean hands and mala fide intent due to an unsubstantiated allegation of procedural impropriety on the part of the Respondent in



allegedly favouring the successful bidder. Similarly, he has failed to provide any substantial proof in the Appeal against the Respondents.

13. As was held by the Court in [2025 C L C 1281];

*“a detailed examination of the record reveals that the petitioners failed to produce any convincing or credible evidence to establish that the procurement process was tainted with bias, arbitrariness, or discrimination. Therefore, the petitioner’s challenge to the technical evaluation report is devoid of merit and unsustainable in law. It is a settled principle of law that mere dissatisfaction with the evaluation result, without demonstrating any procedural irregularity, violation of rules, or mala fide intent, cannot render a lawfully conducted procurement process invalid.”*

14. The representative of the Respondent further contended that, given the position taken by the Appellant of raising baseless allegations against the Respondents, it is a settled principle of law that the burden of proof lies on the person alleging it, as held in the case [2009 CLD 798].

*“We also could not find out any document on record which could tend to show that the actions of the respondents were tainted with malice or the process starting from the invitation of tender till award of contract was neither mala*



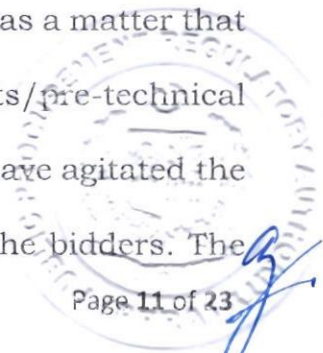


*fide or non-transparent. Simply to level vague and unsubstantiated allegations of mala fides on the part of the public functionaries does not advance the case of the petitioners. It is very easy for a litigant to allege mala fides but it is very difficult to prove it. It has very often been settled that the allegations of mala fides require proof of a high order and the burden of proof lies on the person who makes it."*

15. Further added that when determining the level of flexibility provided to the procuring agency as to the terms of the tender document, case law has held that a public authority should not be bound to give effect to every term mentioned in the tender document, as it has the power to waive technical irregularity of little or no significance. Public functionaries have the power/authority to deviate from and not insist upon strict compliance with a condition in the tender document [2017 CLC 178].



16. The representative of the Respondent further submitted that what is pertinent to note here is that the entire proceedings taking place so far emanate out of a time-barred grievance filed by the Appellant. If it is assumed that the matter pertaining to the earnest money/bid security was a matter that falls under the mandatory requirements/pre-technical evaluation report stage, the Appellant should have agitated the matter right after the T.E.R. was declared to the bidders. The



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Appellant placed the Appellant's grievance under Rule 48(1) of the PPRA Rules, 2004 which gives him no more than seven (07) days to file his grievance before the GRC. Since as a matter of practice, earnest money / bid security matters fall under mandatory requirements of most bids, the grievance should have followed the same procedure which leaves him with no more than seven (07) days from the time of TER. The GRC however was more than accommodating to have still entertained the Appellant's clearly time-barred grievance. The opening of financial bids took place on 21-11-25, the Appellant lodged his complaint to the GRC on 09-12-25. Even if hypothetically, it is assumed that the Appellant deemed it appropriate to agitate the matter after the financial bid opening, the same should have done so no later than five (05) days from the publication/announcement of the final evaluation report as enumerated under Rule 48(5) of the PPRA Rules, 2004. And if it is considered that the matters pertaining to earnest money fall under the TEC timeframe for filing of complaint, the matter again was time-barred per Rule 48(5) of the PPRA Rules 2004 which states;

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*"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."*

17. In accordance with the PPRA Rules, the Appellant has lost his right to complain against the Technical Evaluation



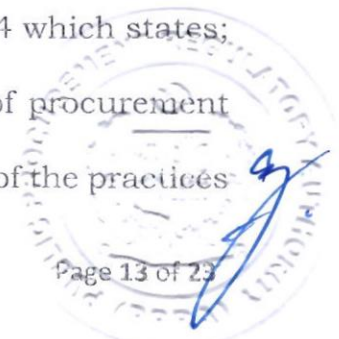
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Report or matters preceding it such as mandatory requirements etc. Since the matter as to whether the grievance filed by the Appellant before the TEC is time-barred or not – is a matter which may be decided by the GRC and does not that the Appellant has enclosed an internal confidential correspondence of Pakistan Airport Authority, which has not been shared with any bidder, including M/s. Fazal-e-Rabbi. It is evident that the Appellant has unlawfully obtained internal correspondence of the Authority, which clearly demonstrates a deliberate attempt to sabotage the tender proceedings as well as GRC Proceedings with the intent to secure a favourable outcome by manipulation the tender proceedings. Despite the fact that it has already been unequivocally communicated that all bidders, including M/s. Fazal-e-Rabbi were afforded equal and fair opportunity to participate and compete in the tender process. The continued actions of the Appellant to exert undue influence and to undermine the integrity, transparency, and credibility of the tender process constitute a serious violation of established procurement practices.

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18. The representative of the Respondent further submitted that the actions of the Appellant fall within the definition of corrupt and fraudulent practices as coercive practices, defined in Rule 2 (f) (i) of Public Procurement Rules 2004 which states; “corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices



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including, (i) "coercive practices" which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;. That in view of the foregoing, it is requested that the Appellant may be blacklisted for their illegal and unethical attempts to interfere with and compromise the tender proceedings. Further highlighted that it is also important to take into account that the PPRA is a quasi-judicial authority, and its only scope is that which is granted by statute to it.

19. Reference [2023 MLD 674], where the superior courts have held that PPRA is bestowed with limited authority and cannot sit in judgment in the context of s.2(9) of the CPC and act as a Court. It has no authority to issue judgments in rem since it is not a judicial authority. The mere scope of this Learned quasi-judicial authority is therefore to sit in judgment of the decision of the GRC and to judge upon its correctness or lack thereof as a regulator.

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20. Further submitted that the Appellant is deliberately wasting this Learned Authority's precious time by initiating frivolous litigation merely on the hope of tipping the scales in its favour whilst the reality is that the procurement procedure was followed to the letter and no other bidders has raised any objection thereto. A bidder cannot brand himself "aggrieved"



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merely based on bringing unsubstantiated claims against the procurement agency.

21. The representative of the Respondent further contended that even otherwise, the bidding process has now been completed, and consequently, a Letter of Acceptance was awarded to the successful bidder. Henceforth, the instant Appeal stands infructuous for all codal and legal purposes.

22. Further submitted that M/s Fazal-e-Rabbi has not been operating Cab Services at JIAP at present. M/s Fazal-e-Rabbi was declared defaulter of outstanding dues amounting Rs. 4,860,000/- till and after opening of this tender, later all upon advice of Tender Opening Committee ("TOC"), M/s Fazal-e-Rabbi cleared their outstanding dues, enabling the TOC to open their financial offer envelope as per clause-36(b) of tender and submitted the documentary evidence vide letter dated 07th November, 2025. In response to the publication of Tender Notice on 15th October, 2025, for the concession of "Grant of License to Establish & Operate Airport Taxi / Cab Service at Jinnah Terminal, JIAP, Karachi", 03-bidders, namely i) M/s Pak Limousine Services Private Limited (Metro Radio Cab), ii) M/s Fazal-e-Rabbi Limousine Services Private Limited (White Radio Cab) & iii) M/s Airport Limousine Services (Private) Limited had purchased the Tender Documents for participation in the subject tender. The opening of tenders (technical offers) was held on 30-10-2025 at 1130 Hrs as per schedule wherein

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all three bidders participated, and technical bids of all three bidders were opened by the Tender Opening Committee (TOC). As per the procedure, the technical bid documents submitted by the bidders were evaluated by the TOC as per clause 16 of the technical documents. All three bidders secured: i) M/s. Pak Limousine Services Private Limited (90% weightage), ii) M/s. Fazal-e-Rabbi Limousine Services Private Limited (88% weightage) & iii) M/s. Airport Limousine Services Private Limited (82% weightage) and were declared as technically qualified subject to payment of outstanding dues prior to opening of financial offer envelope as per clause-3(b) of tender documents. Subsequently, based on the approval of HQPAA, and subsequent clearance/payment of outstanding PAA dues by i) M/s. Pak Limousine Services Private Limited (Metro Radio Cab), & ii) M/s. Fazal-e-Rabbi Limousine Services Private Limited (White Radio Cab), the financial bid opening proceedings were held on 21-11-2025 at the scheduled venue, wherein the financial offers of the bidders who had cleared the outstanding dues, namely M/s. Pak Limousine Services Private Limited (Metro Radio Cab), & M/s. Fazal-e-Rabbi Limousine Services Private Limited (White Radio Cab) was opened; however, since the other bidder i.e. M/s. Airport Limousine Services (Private) Limited (ALS) did not make payment of PAA dues (amounting to Rs. 668,294/- previously outstanding against M/s. ALS), therefore, their financial bid was not opened as per approval of HQPAA as well as clause-3(b) of tender

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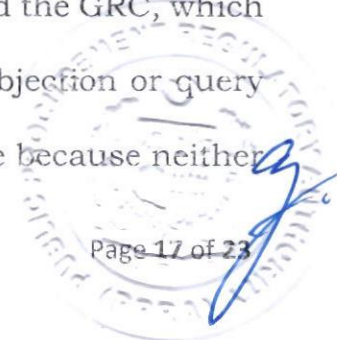
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documents. In this regard, M/s. Pak Limousine Services Private Limited has appeared as the Highest Bidder as a result of financial offer opening proceedings and offering the bid of Rs. 5,402,368/-, and whereas, applicant (M/s. Fazal-e-Rabbi Limousine Services) had appeared as the 2nd Highest Bidder and offering the bid of Rs. 5,252,789/- Based on the approval of the Competent Authority i.e., HQPAA, the subject concession had been awarded to M/s. Pak Limousine Services Private Limited vide this office letter of even number dated 10-12-2025 on the monthly license fee of Rs. 5,402,368/- for a period of 05 Years.

23. The representative of the Respondent further submitted that as the concession had already been awarded to the Highest Bidder (M/s Pak Limousine Services Private Limited) on 10th December 2025; however, HQPAA vide letter no. HQPAA/1907/357/CCM/VII dated 11th December 2025 has intimated the location that M/s Fazal-e-Rabbi approached the GRC, and consequently, GRC has suspended the proceedings. Accordingly, on location JIAP vide letter no. JIAP/1397-15/707/KCCM/TP dated 11th December 2025 had suspended the tender proceedings. Further submitted that the applicant (M/s. Fazal-e-Rabbi), after a lapse of 19-days from the opening of the Financial Offer Proceedings, approached the GRC, which clearly indicates that the applicant had no objection or query regarding the proceedings at the relevant time because neither

*[Handwritten signature]*



they raised any objection nor made any Proceedings dated 21-11-2025. All bidders including applicant (M/s Fazal-e-Rabbi) were given equal opportunity to participate and compete in the tender, and those fulfilled the technical evaluation criteria including M/s Fazal-e-Rabbi, were given the opportunity to clear their outstanding dues, because all three (03) technically qualified bidders was defaulter of PAA dues, since, clause-3(b) of tender terms & conditions allows opening of financial offers of defaulters subject to clearance of outstanding dues. As the applicant (M/s. Fazal-e-Rabbi) was also provided the opportunity to clear their dues, therefore, questioning the integrity of the tender process is incomprehensible. The successful bidder (M/s Pak Limousine (Pvt) Services Limited) had submitted the following documents in their financial offer;

- i. The Pay order of Rs. 5,402,368/- (on account of 01-month advance license fee equal to offer bid).
- ii. Pay order of Rs. 16,838,500/- (as a difference amount of security deposit equal to 04-months license fee @ last year license fee) and enclosed letter with financial envelope intimating that Rs. 14,805,000/- is already available with PAA as existing security deposit, making the total security deposit of Rs. 31,643,500/- (Rs. 14,805,000 + 16,838,500/-) required as per their offered bid.

