



No. PPRA/AP-21/2025
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 Industrial Engineers & Contractors (IIW) – M/s The Imperial Electric Company (Pvt.) Ltd. (IEC) – M/s Sama Trade (JV)

...the “Appellants”

Vs.

Pakistan Airports Authority (PAA) & Others

...the “Respondents”

Date of Hearing 30.04.2026	Mr. Babbar Ali Khan (Advocate), Mr. Adib Mehmood Babri (Advocate), Mr. Jawad Malik (Advocate), Mr. Muhammad Bilal Aslam (Advocate), Mr. Hassan Ali (On behalf of Appellant) Malik Omar (Advocate), Mr. Khizer Hayat Malik, Mr. Arsalan Ghous (Member GRC), Mr. M. Shahzad Asghar (Add. Director P&D), Mr. Sagheer Ahmad Bhatti (Law Officer), Syed Hammad Mazhar (Elect P&D, MEC), Mr. Zafar Iqbal (HD Contracts P&D) (On behalf of Respondent No. 1) Mr. Bilal Rana (Advocate) (On behalf of Respondent No. 2 & 3)
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APPEAL UNDER RULE 48(7) OF THE PUBLIC PROCUREMENT RULES, 2004 AGAINST THE DECISION OF THE GRIEVANCE REDRESSAL COMMITTEE DATED 10-04-2026 [PROJECT: SUPPLY & INSTALLATION OF PASSENGER BOARDING BRIDGES AND AIRCRAFT STAND EQUIPMENT AND ALLIED WORKS AT ALLAMA IQBAL INTERNATIONAL AIRPORT (AIIA) LAHORE]

The Authority received an Appeal filed by M/s Industrial Engineers & Contractors (IIW) – M/s The Imperial Electric Company (Pvt.) Ltd. (IEC) – M/s Sama Trade (JV), through its authorized representative Mr. Hassan Ali “the Appellant” on




20.04.2026 under Rule 48(7) of the Public Procurement Rules, 2004. The Authority on receipt of the Appeal issued notices to M/s Industrial Engineers & Contractors (IIW) – M/s The Imperial Electric Company (Pvt.) Ltd. (IEC) – M/s Sama Trade (JV) (“Appellant”); Pakistan Airports Authority (PAA), *through its Chairperson*; M/s Karsaz (Private) Limited; and M/s AHW Structure (Private) Limited (the “Respondents”), wherein it was directed to appear in person or through their nominated representatives or Counsel before the Authority on 30.04.2026 before the Appellate Committee in the Committee Room of Public Procurement Regulatory Authority (PPRA).

2. On the said date of hearing (30.04.2026), the above-mentioned learned counsels and the representatives of both parties appeared before the Committee and presented their arguments at length. The Respondents provided written arguments to the Committee.

3. The learned counsel for the Appellant submitted that this is to bring on record and agitate the grave concerns regarding the procurement process for the Supply & Installation of Passenger Boarding Bridges and Aircraft Stand Equipment and Allied Works at Allama Iqbal International Airport [AIIAP] Lahore (“Project”), specifically in relation to the technical evaluation report issued by the Pakistan Airports Authority (“PAA/Procuring Agency”), whereby the bid submitted by M/s IW-IEC-SAMA TRADE JV (“Appellants/Complainants”) was declared technically non-responsive and disqualified vide email correspondences dated 30-3-2026 and 31-03-2026.

4. The counsel for the appellant further submitted that the Revised Technical Evaluation Report issued by the PAA/Procuring Agency dated 15-04-2026, provides very basic information regarding the status of bidders and is conspicuously devoid of detailed reasoning or justification for the disqualification of the Appellants/Complainants. The Technical



Evaluation Reports have been uploaded by the PAA/Procuring Agency on the portal of E-Pakistan Acquisition and Disposal System ("EPADS"). While the Revised Technical Evaluation Report has been uploaded by the PAA/Procuring Agency on the portal EPADS, the initial/original Technical Evaluation Report has not been placed on record or made publicly available. The revised Technical Evaluation Report dated 15-04-2026 is a non-speaking evaluation report and does not disclose reasons for rejection. This omission is in clear violation of Rule 35 of the Public Procurement Rules, 2004, which mandates disclosure of evaluation reports with proper justification. It states: "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". The subsequent issuance of a revised report, without disclosure of the initial/original report, amounts to impermissible post facto rationalization and vitiates the transparency of the evaluation process.

5. The counsel for the appellant further submitted that being aggrieved by the technical disqualification, the Appellants/Complainants filed a grievance before the Grievance Redressal Committee ("GRC") under Rule 48(3) of the Public Procurement Rules, 2004 ("PPRA Rules 2004"). The GRC conducted proceedings and, vide its decision dated 10-04-2026, **partly allowed the grievance by setting aside the disqualification under Clause 6.3.2 (similar project requirement) on the ground of ambiguity in defining "similar project."** However, the GRC upheld the disqualification of the **Appellants/Complainants on the ground of alleged non-**

compliance with TS-03 (GPU configuration) and the absence of PEC registration of one JV partner (M/s Sama Trade) at the time of bid submission. The GRC has, in a most slipshod manner, rejected the grave reservations raised by the Appellants/Complainants, without proper application of mind and by adopting a superficial approach to the issues involved. The impugned decision failed to appreciate the detailed objections and supporting material placed on record, and such conduct gives rise to serious concerns, as the PAA/Procuring Agency has effectively ignored the substantive issues brought to its knowledge without any reasoned discussion. The PAA/Procuring Agency has further failed to conduct the bidding process in a transparent manner by rejecting the technical bid of the Appellants/Complainants on the basis of unilateral understanding and interpretation of the criteria provided in the bidding documents, which is in clear violation of Rule 4 of the Public Procurement Rules, 2004.

6. **The counsel for the appellant further contended that the Respondents No. 2 and 3 also filed a grievance arising out of the same procurement process, which was decided by the GRC through a separate order. However, despite being the same set of facts, the GRC rendered materially different findings in the two matters. While the Appellants/Complainant's bidding documents were subject to a rigid and hyper technical interpretation, the GRC showed leniency towards the bidding documents of the Respondents No. 2 & 3 as they overlooked similar deficiencies and treated them as immaterial, ultimately declaring them technically qualified. This establishes the fact that a special relaxation is being made for the apparent blue-eyed bidder by the PAA/Procuring Agency.** Rule 4 [Principles of Procurement] that provides "Procuring agencies, while engaging in procurements, shall ensure that the procurements are conducted in a fair and transparent manner,

the object of procurement brings value for money to the agency, and the procurement process is efficient and economical."

7. Further added that Rule 23(1) [Bidding Documents] which reads as "Procuring agencies shall formulate precise and unambiguous bidding documents that shall be made available to the bidders immediately after the publication of the invitation to bid."

8. Rule 31 [Clarification of bids] that provides: "31 (1) No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid. (2) Any request for clarification in the bid, made by the procuring agency shall invariably be in writing. The response to such request shall also be in writing".

9. Rule 32 [Discriminatory and difficult conditions] that provides "Save as otherwise provided, no procuring agency shall introduce any condition, which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related."

10. Rule 34 [Re-bidding] that provides "(1) If the procuring agency has rejected all bids under rule 33 it may call for a re-bidding (2) The procuring agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders as it may deem necessary."

11. Rule 35 "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."


12. Rule 48(7) [Redressal of grievances by the procuring agency] that provides "Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the Authority within thirty days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final".

13. **The counsel for the appellant averred that the Appellant/Complainant was erroneously declared technically non-responsive by the PAA/Procuring Agency through email correspondences dated 30-3-2026 and 31-3-2026 on the purported ground of non-compliance with Clause 6.3.2, which requires completion of at least one 'similar' project of a minimum value of PKR 500 million. This finding was fundamentally flawed and unsustainable as the Appellant/Complainant had disclosed its prior experience in the Upgradation of AILAP Runway to CAT-III AFLS & ILS, a project whose value exceeded the prescribed threshold of Rs. 500 million.** This project included the installation and integration of the Advanced Visual Docking Guidance System (AVDGS), which was an integral component within the scope of the present procurement process. The PAA/Procuring Agency blatantly disregarded the said project by adopting a narrow interpretation of the term "similar project". It is pertinent to mention that the definition of the term "similar" is not prescribed in the bidding documents. The GRC set aside the Appellants/Complainants disqualification on this ground, and

therefore, this illustrates the PAA/Procuring Agency's lack of transparency during the bidding process and such conduct violates Rule 4 and Rule 23(1) of the PPRA Rules, 2004, which mandates that all procurements be conducted in a fair, transparent and equitable manner. Rule 4 of the PPRA Rules, 2004 provides "Pricing agencies, while engaging in procurements, shall ensure that the procurements are conducted in a fair and transparent manner, the object of procurement brings value for money to the agency, and the procurement process is efficient and economical."

14. Further argued that one of the JV Partners, M/s The Imperial Electric Company (IEC) (Pvt.) Ltd., possesses extensive and unparalleled experience in the installation and integration of airport-related equipment across multiple airports in Pakistan, including but not limited to Passenger Boarding Bridges (PBBs), Ground Power Units (GPUs), and Advanced Visual Docking Guidance Systems (AVDGS). The Appellant's JV represents the only bidder with extensive experience of such specialized installations at airports operated and managed by the Pakistan Airports Authority. On the other hand, the Respondents No. 2 and 3 lack any prior experience in airport installations of this nature. This material distinction has been completely disregarded by the Procuring Agency and the GRC, which further establishes the arbitrary and non-transparent manner in which the evaluation process has been conducted.

15. The counsel for the appellant further submitted that the PAA/Procuring Agency and the GRC have adopted a fundamentally flawed approach against the Appellants/Complainants with regards to **the Technical Specification TS-03 (Ground Power Unit)**. The Appellants/Complainants completely complied with the requirements of the Technical Specification TS-03 in their Final Technical Bid. The Appellants/Complainants in their response



dated 16-3-2026, to the PAA/Procuring Agency's clarification letter dated 6-3-2026, have expressly addressed the observation regarding the GPU configuration and explained that the combination of a floor-mounted GPU with a cable retriever system is neither commonly adopted nor operationally efficient across the installations of Pakistan Airports Authority. The Appellants/Complainants undertook to provide the required floor-mounted GPU configuration within the quoted price without change in specifications, features and functions of quoted equipment, thereby ensuring complete compliance without any financial or commercial impact on the bidding process. However, the Procuring Agency treated the initial configuration as a "material deviation" and disqualified the Appellants/Complainants, which was upheld by the GRC in its order dated 10-04-2026.

16. Further highlighted that this finding is legally unsustainable in light of the GRC's own observation that TS-03 does not form part of the mandatory requirements under Clause 6.3, nor is it included within the evaluation parameters under Clauses 6.4 and 6.5 of the bidding documents. Once the GRC had categorically held that technical specifications were not mandatory at the qualification stage, it could not, in the same breath, disqualify the Appellants/Complainants on the basis of alleged non-compliance with such specifications, as they completely complied with the configuration requirements in the bidding documents. Moreover, the GRC's reliance on the so-called "admission" by the Appellants/Complainants response dated 16-3-2026 is wholly misconceived since at no stage did the Appellants/Complainants concede any deviation from the bidding documents. On the contrary, the Appellants/Complainants response dated 16-3-2026 expressly reiterated complete compliance with the configuration requirements of the PAA/Procuring Agency. Therefore, Rule 31 of PPRA Rules, 2004 is not applicable in this scenario as there has

been no alteration in the financial terms or the commercial framework of the bid.

17. The counsel for the appellant further submitted that in comparison with the GRC order dated 10-4-2026 passed in respect of the Appellant and the competing bidder, Respondent 2 & 3, reveals a clear pattern of discriminatory treatment. While the Appellant was subjected to a rigid and hyper technical interpretation of TS-03, resulting in disqualification, the Respondent No. 2 & 3 were afforded a more relaxed approach, by overlooking its deficiencies and inconsistencies. The GRC ultimately granted relief to the Respondent No. 2 & 3 while disqualifying the Appellants/Complainants on a ground that it had itself deemed non-mandatory. This conduct of the GRC is in violation of the Rule 32 of the PPRA Rules, 2004 which state that: "Save as otherwise provided, no procuring agency shall introduce any condition, which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related.

18. Further added that the Honorable Superior Courts have also stressed that it is absolutely essential to ensure that the procurements are conducted in a fair, transparent and competitive manner and there is no suspicion of prioritizing the blue-eyed contractors. The entire scheme of PPRA Rules 2004 is designed to keep the procuring agencies in check and under strict scrutiny and accountability and the entity, such as the PAA/Procuring Agency that is responsible for spending funds of the exchequer, is to be placed under very strict scrutiny. Further submitted that as per clause 6.3.1 [Mandatory Requirements - For Local Constructor(s) / Firm(s)] of the PAA/Procuring Agency's tender documents: "Valid registration with Pakistan Engineering



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Council (PEC) in CA Category for local constructor(s) / firm(s) / Joint Venture having at least Specialization for local constructor(s) / firm(s)/Joint Venture having at least Specialization Codes CE-10, EE-04, ME-01, ME-06, EE-10. In case of Local JV arrangement lead partner of JV arrangement shall have valid registration with Pakistan Engineering Council (PEC) in C-A Category". Since the Lead Partner, M/s IIW, holds a valid PEC registration in the requisite C-A Category, the mandatory requirements under Clause 6.3.1 and form A-9 are satisfied and under the bidding documents, there's no obligation for each JV member, including M/s Sama Trade, to possess a PEC registration at the time of bid submission. M/s Sama Trade has since obtained the requisite PEC registration, thereby curing any alleged procedural deficiency. Therefore, the disqualification on this ground by the GRC is based on a misinterpretation of the bidding documents and is legally unsustainable.

19. The counsel for the appellant further submitted that on the contrary, the GRC has shown mercy to the Respondent No. 2 & 3 with regards to their PEC credentials by setting aside their disqualification on the basis of lack of due diligence on the part of the PAA/Procuring Agency. However, for the Appellants/Complainants, a far more stringent approach was adopted as the GRC did not take into consideration that the Appellants/Complainants subsequently cured the defect. This conduct of the GRC is arbitrary, discriminatory, and in violation of the principles of fairness and equality embedded in the PPRA Rules, 2004. By extending curative relief to one bidder while denying the same to the Appellants/Complainants, the GRC has effectively reduced the procurement to a single-bidder scenario, where Respondents No. 2 and 3 remain the only technically qualified bidders. This situation clearly indicates that the evaluation process is being maneuvered in favor of Respondents No. 2 and 3, thereby undermining open competition and



compromising the integrity, transparency, and value-for-money objectives of the entire procurement process.

20. Further added that the constitution of the GRC was not in compliance with law settled through judgments of the superior Courts wherein the GRCs are supposed to include independent outside experts that cannot be influenced by the senior management of the PAA/Procuring Agency. This requirement was also ignored and this too casts doubt on the transparency of the entire redressal of proceedings.

21. The counsel for the appellant respectfully prayed that this learned forum/PPRA be pleased to:

a. Set aside and dismiss the Impugned decision of the GRC dated 10-4-2026;

b. Declare the technical disqualification of the Appellants/Complainants (IEC-IIW-Sarma Trade JV), as upheld by the GRC and notified via the Revised Technical Evaluation Report dated 15-04-2026 and the initial/original Technical Evaluation Report as illegal, arbitrary, and null and void. Consequently, declare the Appellant's bid as Technically Responsive, and direct the Procuring Agency to open and consider the Appellant's Financial Bid for the award of the contract.

c. In the alternative, if the Appellant's bid cannot be qualified, declare the entire subject procurement proceedings as a mis-procurement due to the discriminatory double standards applied by the GRC, and uphold the PAA/Procuring Agency's initial decision to annul the tender and reinvoke fresh bids to ensure open and fair competition.

d. Grant any other appropriate relief, deemed appropriate in favor of the Appellant/Complainant.

22. The representative of the Respondent (PAA) submitted that the Appellant's Appeal is a redundant exercise and purposely filed to distract and waste the invaluable time of the Honourable Authority and the parties. The Appellant's conduct



manifests a clear abuse of process, aimed at coercing the Procuring Agency as well as this Honourable Appellate Forum into declaring the Appellant as "Technically Qualified" notwithstanding admitted and material defects in its bid. Notably, the Appellant has, in paras 20 and 21 of its own Appeal, expressly acknowledged certain deficiencies in its bid and has further alleged that the same were "cured after submission". Such a stance is legally untenable and self-contradictory. On the one hand, the Appellant disputes the mandatory nature of PEC registration for all JV partners, while on the other hand it admits non-registration as a defect and claims to have rectified the same post-submission-an act impermissible under the governing procurement regime. Further added that the Appellant was declared technically non-responsive on three distinct grounds. The Grievance Redressal Committee (GRC), after due consideration, upheld the disqualification on all but one ground. The Appellant, while seeking to capitalize on the limited relief granted, has simultaneously impugned the very constitution of the GRC with mala fide intent. It is pertinent to note that no such objection was raised at any stage during the GRC proceedings. The belated challenge, raised only after failure to obtain a favourable outcome, is an afterthought and a clear indicator of the Appellant's mala fide and desperation to secure qualification by any means. The mala fide intent of the Appellant is further evident from the reliefs sought in the Appeal. While the primary prayer seeks setting aside of the technical disqualification, an alternative prayer has been made for annulment of the procurement process on grounds of alleged mis-procurement. Such mutually destructive prayers reveal that the Appellant seeks either to secure qualification or, failing that, to frustrate and sabotage the procurement process altogether.

23. The representative of the Respondent further submitted that the Appellant has, inter alia, referred to and annexed the GRC Decision dated 10 April 2026 issued in respect

of a separate complaint filed by M/s KPL-AHW JV (a competing bidder). The said document was neither addressed to nor shared with the Appellant. Its possession and use by the Appellant constitute an unauthorized access to confidential procurement records in violation of Rule 41 (Confidentiality) of the PPRA Rules, 2004. This act further amounts to a breach of the Integrity Pact and squarely falls within the ambit of "Corrupt and Fraudulent Practices" as contemplated under Rule 19. Consequently, the Appellant is liable to penal action, including but not limited to rejection of its bid and blacklisting/debarment. Further submitted that this Honourable Appellate Committee is vested with jurisdiction under Rule 48(7) of the PPRA Rules, 2004 read with the PPRA Appeal Regulations, 2023 to adjudicate upon appeals arising from orders of the GRC. It is, however, submitted that the impugned Order dated 10.04.2026 has been passed by the GRC strictly in accordance with law, after due process and in a fair and transparent manner.

24. The representative of the Respondent further contended that the Procuring Agency duly communicated the technical disqualification to both participating bidders individually and subsequently invoked Rule 33 upon determination that all bids were technically non-responsive. Upon request, detailed reasons for disqualification were furnished to each bidder through separate communications dated 31 March 2026. In view of invocation of Rule 33, the provisions of Rule 35 were inapplicable. Thereafter, both bidders invoked the jurisdiction of the GRC under Rule 48. The GRC set aside the annulment and adjudicated upon the respective grievances. Pursuant to the GRC's decisions, a revised Technical Evaluation Report was issued, clearly setting out the basis for qualification and disqualification. The allegation of non-disclosure is therefore baseless and misleading, particularly when a detailed speaking order had already been provided to the Appellant.





25. Further submitted that the allegations against the GRC are unfounded and devoid of substance. The record reflects that the GRC conducted proceedings in a fair, transparent, and judicious manner, affording full opportunity of hearing to the Appellant. The Appellant has relied upon and annexed confidential procurement documents, including the GRC decision dated 10 April 2026 issued to another bidder. Such unauthorized access and use of confidential information constitute a clear violation of Rule 41 and amount to corrupt and fraudulent practice under Rule 2(1)(f) of the PPRA Rules 2004.

26. Further submitted that the Technical Bid of the Appellant was rejected on account of non-compliance with Clause 6.3.2 of Mandatory Requirements; Technical Specification TS-03 (GPU); and Form A9 requirements. The GRC, upon review, granted limited relief only with respect to Clause 6.3.2. The bids are evaluated strictly in accordance with the prescribed criteria and on the basis of the contents of the bid itself, irrespective of the bidder's experience or credentials. Both the Procuring Agency and the GRC have acted within the framework of the PPRA Rules, and any deviation observed was duly rectified by the GRC in exercise of its jurisdiction under Rule 48. With regard to Technical Specification TS-03 (Ground Power Unit), the Appellant, in its clarification dated 16 March 2026, unequivocally admitted that the originally offered configuration was a PBB-mounted GPU. This configuration is materially at variance with the specified requirement of a floor/apron-mounted GPU along with a cable retriever system, as clearly stipulated in the bidding documents. Any subsequent attempt to alter or modify the offered configuration constitutes a material deviation affecting the substance of the bid and is expressly prohibited under Rule 31 of the PPRA Rules, 2004.



27. Further contended that notwithstanding the non-mandatory nature of certain requirements, an explicit admission

of non-compliance renders the bid liable to rejection. The Appellant's declaration of "compliance" in the Technical Compliance Sheet, despite offering a materially different configuration, amounts to misrepresentation. The Procuring Agency afforded an opportunity for clarification; however, the Appellant reaffirmed its non-compliance. The contention that Rule 31 applies only to financial or commercial aspects is misconceived. The technical configuration of the equipment offered by the Appellant in its original bid i.e. PBB-mounted GPU was part of 'substance of the bid. Any alteration (as admitted by the Appellant in its response dated 16th March 2026 to the Clarification) thereto is tantamount to a change in the substance of the bid, which is impermissible under the applicable legal framework.

28. Further averred that the GRC is vested with the mandate to interpret the Bidding Document in case of any dispute. As far as Rule 32 is concerned, it is submitted that the Appellant has failed to highlight any specific clause which has been found discriminatory or difficult. If the Appellant had any objection on the configuration of the procured GPUs, the same might have been challenged by the Appellant under Rule 48(2) of the Public Procurement Rules, 2004, i.e., before bid submission. At this stage, challenging the required configuration of the GPU or highlighting the industry-acceptable models / configuration is an attempt to mislead the Honourable Committee.

29. Further submitted that the Procuring Agency and the GRC have acted in accordance with the PPRA Regulatory framework. The Appellant has miserably failed to point out any specific and valid deviation on part of the Procuring Agency and the GRC. On one hand, the Appellant has alleged that there is no obligation for each JV member to have the PEC Registration whereas on the other hand, the Appellant has confirmed the cure of this procedural deficiency in its bid. The Appellant cannot blow



hot and cold in single breath. If in the opinion (although incorrect) of the Appellant, the PEC registration for each JV member was not obligatory, then there was no point in obtaining the PEC Registration (after bid opening) and submitting it for the purposes of instant procurement. It is submitted that the Appellant was well aware of the said deficiency and consequent rightful rejection of the bid on this score. Now, the Appellant is merely trying to make up the deficiency as it did against the disqualification on GPU point. The GRC while acting in accordance with PPRA Rules decided the grievance of Respondent No. 2 & 3 and no selective justice was made.

30. Further added that the GRC was constituted under Rule 48(1) and was duly visible to the bidders on EPADS. Notwithstanding, it is important to highlight that the Appellant was declared technically non-responsive on three distinct grounds. The Grievance Redressal Committee (GRC), after due consideration, upheld the disqualification on all but one ground. The Appellant, while seeking to capitalize on the limited relief granted, has simultaneously impugned the very constitution of the GRC (under this para) with mala fide intent. It is pertinent to note that no such objection was raised at any stage during the GRC proceedings. The belated challenge, raised only after failure to obtain a favourable outcome, is an afterthought and a clear indicator of the Appellant's mala fide and desperation to secure qualification by any means.

31. The representative of the Respondents No. 2 and 3 submitted that the Appellants' bid was unequivocally disqualified on multiple, independent, and fatal mandatory grounds by the Procuring Agency, a decision substantially upheld by the Grievance Redressal Committee (GRC) in its order dated 10 April 2026. A bidder who has been validly excluded from the competitive process cannot claim the status of an "aggrieved party" for the purpose of challenging the qualification of another

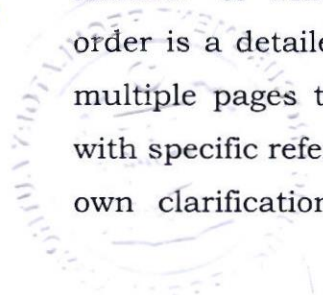
bidder or the conduct of the evaluation beyond its own bid. The Appellants are not stakeholders with a continuing interest in the procurement; their standing is extinguished by their own disqualification. This Appeal is a fishing expedition and a collateral attack on a process from which they have been rightfully removed.

32. The representative of the Respondents further submitted that the GRC, exercising its quasi-judicial powers under Rule 48 of the Public Procurement Rules, 2004, conducted an independent, de novo review of the original bid documents. Its findings are based on direct, first-hand scrutiny of the original records and admissions from the Appellants themselves. The Appellants' attempt to re argue these verified facts before this Honourable Authority, without any substantiated allegation of fraud, corruption, or jurisdictional error, is a legally untenable invitation to conduct a meritless review. The GRC's factual determinations are final and conclusive on matters of bid compliance. The procurement for Passenger Boarding Bridges and Aircraft Stand Equipment at Allama Iqbal International Airport is a vital public project. The Appellants' strategy is transparent: having been lawfully disqualified based on their own admissions, they now seek to delay the award and execution of the project through frivolous litigation. The allegations of "blue-eyed" bidders and procedural irregularities are unsubstantiated defamatory statements designed to prejudice this Honourable Authority and poison the procurement process, forcing a re-tender and causing significant public loss. This is a mala-fide abuse of process.

33. The representative of the Respondents further submitted that the contents of paragraphs regarding jurisdiction and limitation are formal recitals requiring no substantive reply. It is, however, placed on record that the appeal, while filed within limitation, is entirely without merit and jurisdiction is not

contested for the purpose of this reply. The Revised Technical Evaluation Report dated 15-04-2026 follows logically from the detailed, reasoned GRC orders. The GRC orders contain exhaustive reasoning and justification for the acceptance or rejection of bids, thereby satisfying the transparency mandate of Rule 35 of the Public Procurement Rules, 2004 in substance and spirit. The non-disclosure of an initial report that has been superseded by a detailed, reasoned GRC order is a procedural red herring and does not vitiate the process. The Appellants' attempt to manufacture a grievance from this is denied. The respondent further denied that the issuance of a revised report without disclosure of an initial report amounts to "impermissible post facto rationalization". The GRC, through a de novo hearing and physical inspection of records, rendered a fresh, independent decision that effectively superseded the initial evaluation. The GRC order itself is the binding justification for the status of bids. No prejudice has been caused to the Appellants, who were fully heard by the GRC. Further vehemently denied that the allegation that the Procuring Agency violated Rule 4 of the PPRA Rules or acted on a "unilateral understanding". The disqualification of the Appellants was based on their own admissions of non-compliance, as explicitly recorded in the GRC order itself (Annexure A/1, Para 4.b.i and 4.c.i). There is no violation of transparency; the Appellants were provided ample opportunity for clarification and participated in a formal hearing before the GRC. The narrative of "unilateral understanding" is a mischaracterization; the disqualification rests on the Appellants' unilateral and express admissions of non-compliance.

34. Further denied that the GRC acted in a "slipshod manner" or without "proper application of mind." The GRC's order is a detailed, reasoned, and speaking order running into multiple pages that addresses each ground of disqualification with specific reference to the bidding documents, the Appellants' own clarifications, and the applicable law. The Appellants'



dissatisfaction with the outcome does not render the process slipshod. The allegation of "materially different findings" and "discrimination" is a fundamental misreading of the two GRC orders and is denied. The GRC applied the identical legal standard to both bidders. The outcomes differed because the underlying facts were diametrically opposite. The Appellants' disqualification was upheld based on their own admissions of non-compliance (a deviated GPU and absent PEC registration). In contrast, the GRC's decision for the Answering Respondents corrected a demonstrable factual error by the Procuring Agency upon physical verification of original documents. This is not discrimination; it is the consistent application of law to different facts. The Appellants cannot equate their admitted failures with an administrative error that was rectified. The suggestion of a "blue-eyed bidder" is an unsubstantiated, defamatory, and contemptuous allegation made without a shred of evidence.

35. Further submitted that the GRC acted in full compliance with the principles of fairness and transparency. The disqualification of a bidder on the basis of their own admissions is not a violation of Rule 4; it is the enforcement of it. The bidding documents were precise and unambiguous. The term "similar" was the subject of a GRC ruling that went in the Appellants' favour, demonstrating that the GRC was willing to resolve ambiguity against the Procuring Agency where it genuinely existed. This does not assist the Appellants on the remaining grounds of disqualification. It is this very rule that the GRC correctly applied against the Appellants. Their response to the clarification regarding TS-03, which contained an "admission of the said non-compliance" and a request for a post-bid substitution, was an impermissible attempt to alter or modify the substance of the bid. The GRC rightly rejected this and upheld the disqualification. The Appellants cannot claim the benefit of a rule they sought to violate. The allegation of discrimination, as argued, is false. The Procuring Agency did not introduce a



discriminatory condition; it applied the same published conditions to all bidders. The different outcomes are a function of the different quality of the bids submitted, specifically the Appellants' admissions of non-compliance on fatal, mandatory points. Rule 32 is not violated by holding a non-compliant bidder to the consequences of their own admissions.

36. Further submitted that Rule 34 pertains to re-bidding after a lawful rejection of all bids. The GRC has already set aside the illegal annulment and directed the procurement to proceed under Rule 36(b). The Appellants cannot seek a re-tender through the back door of an appeal when the GRC has already remedied the initial flawed annulment. The GRC orders, which are detailed, reasoned, and publicly accessible, constitute the required justification for the acceptance and rejection of bids. The Appellants' grievance on this point is academic and does not demonstrate any prejudice to their rights. The Answering Respondents submit that the appeal is without merit and must fail. The GRC already set aside the disqualification on the ground of Clause 6.3.2 (similar project) in the Appellants' favour (Annexure A/1, Para 4.a.iv). The Procuring Agency's initial finding on this point is no longer a live issue. The Appellants' reliance on this point, where they received relief from the GRC, to claim "lack of transparency" is a misdirection that actually demonstrates the GRC's independence and willingness to rule in their favour on merits.

37. Further submitted that the Appellants' claim that the Procuring Agency "blatantly disregarded" their experience is contradicted by the GRC order itself, which upheld the Appellants' grievance on this very point. The allegation of a violation of Rules 4 and 23(1) is therefore factually incorrect as it pertains to this ground. The GRC's corrective action is the precise remedy contemplated by the PPRA Rules. The self-serving claims regarding the Appellants' experience are irrelevant to the two

independent and fatal grounds on which their disqualification was upheld by the GRC, namely their admitted non-compliance with TS-03 and the absence of PEC registration. Experience, however extensive, cannot cure a legally non-compliant bid. The allegation that the Procuring Agency "completely disregarded" this experience is a distraction from the Appellants' own admissions that sealed their disqualification.

38. The Appellants' claim that they "completely complied with the requirements of TS-03 in their final bid is a direct and dishonest contradiction of the factual record. The GRC's own order records their fatal admission. Upon clarification, the Appellants responded with "an admission of the said non-compliance" and requested a post-bid substitution (Annexure A/1, Para 4.bij. A bid containing an admitted material deviation is not a compliant bid. The disqualification is founded on this admission, not on an interpretation of the specification. The contents of this paragraph are denied. The GRC's finding is not "legally unsustainable." The GRC held, as a matter of legal interpretation, that the entire TS-03 was not part of the mandatory requirements (Clause 6.3) or the evaluation parameters (Clauses 6.4 & 6.5). This legal finding was applied identically to both bidders. For the Appellants, the consequence of their admission of non-compliance with the technical specification was a separate and independent ground for disqualification. A bidder cannot admit a deviation from required specifications and then claim immunity from the consequences. The GRC was legally bound to act upon that admission. There is no "same breath" contradiction; there is a clear legal distinction between a qualification criterion and a bidder's admission of non-compliance with a technical specification



39. Further submitted that the GRC's core legal ruling on TS-03 was identical for both parties. The different outcomes are a direct result of the Appellants' own admission of non-



compliance, a fact absent in the case of the Answering Respondents. The GRC cannot be accused of discrimination for giving legal effect to a bidder's own concession of a material deviation. The allegation is defeated by the Appellants' own words. The reference to superior court judgments and blue-eyed contractors" is a rhetorical device unmoored from the facts of this case and is denied. The entire scheme of the PPRA Rules is indeed designed to ensure fair competition, and the GRC's decision upholds this scheme by disqualifying a bidder who admitted non-compliance. The Answering Respondents have full confidence in the integrity of the process.

40. Further submitted that the Appellants' interpretation of the PEC requirement is legally erroneous and is denied. The GRC, after a comprehensive review of the Notice Inviting Tender. Clause 6.3.1, Form A-9, the Construction and Operation of Engineering Works Bye-laws, 1987, and Rules 30 & 38 of the PPRA Rules, concluded that valid PEC registration for all JV members is a mandatory, threshold requirement. The Appellants admitted that M/s Sama Trade was unregistered at the time of bid submission. The subsequent post-bid acquisition of registration is a legal nullity for evaluating bid compliance at the time of submission. Rule 31 of the PPRA Rules expressly prohibits alterations or modifications to a bid after opening, and a post-bid change in the legal status of a JV member is a substantive change that cannot be cured. The GRC's finding that this disqualification is "valid and legally justifiable" is unassailable (Annexure A/1, Para 4.c.iv).

41. Further contended that the GRC's finding for the Answering Respondents involved the routine verification of a CV and PEC registration number that were present in the original bid but initially missed by the Procuring Agency. The Appellants' case involved the complete statutory absence of a JV member's PEC registration at the time of bid submission. To equate a

curing of an administrative "scrutiny error" with the curing of a fundamental legal incapacity at the time of bid submission is to equate a procedural irregularity with a substantive statutory non-compliance. The GRC's differential treatment of these fundamentally different facts was entirely lawful, justified, and non-discriminatory.

42. Further submitted that the allegation that the GRC granted "curative relief" to the Answering Respondents while denying it to the Appellants is a deliberate mischaracterization and is denied. The Answering Respondents required no "cure"; they required a correction of an agency error. The Appellants sought a "cure" for a substantive, statutory non-compliance at the time of bid submission, which is impermissible in law. The outcome of a single qualified bidder is the Appellants' own making, resulting directly from their failure to submit a compliant bid. This is not a "single-bidder scenario" engineered by the Procuring Agency; it is the logical consequence of a lawful evaluation. The integrity of the process is upheld by disqualifying bidders who fail to meet mandatory requirements. The allegation regarding the constitution of the GRC is a vague, last-ditch attempt to impugn a process that has yielded an adverse result. The Appellants participated in the GRC proceedings, including a formal hearing, without any objection to its constitution at the time. This belated, unparticularized, and unsubstantiated allegation of bias and improper constitution is legally insufficient, constitutes a waiver by conduct, and is made solely for the purpose of delay and harassment.

43. Further submitted that the Appellants are not entitled to any of the reliefs prayed for, including the alternative relief of declaring the procurement a mis-procurement. The GRC order upholding the Appellants' disqualification is lawful, reasoned, and based on their own admissions. There is no "discriminatory double standard" as alleged; the standard applied was uniform,



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and the outcomes differed because of the distinct facts. The appeal is a frivolous attempt to delay the process and must be dismissed.

44. This Appeal has been preferred by the Appellant under Rule 48(7) of the Public Procurement Rules, 2004 ("PPRA Rules, 2004") assailing the decision dated 10.04.2026 passed by the Grievance Redressal Committee ("GRC") of the Respondent No.1/Procuring Agency, whereby the grievance petition filed by the Appellant in respect of the procurement titled "*Supply & Installation of Passenger Boarding Bridges and Aircraft Stand Equipment and Allied Works at Allama Iqbal International Airport, Lahore*" ("Project") was partly allowed and partly dismissed.

45. The Appellate Committee has heard the learned representatives of the Appellant, Respondent No.1/Procuring Agency, and Respondents No. 2 & 3 at length and has perused the entire available record, including the bidding documents, evaluation reports, grievance petition, impugned GRC decision, and written submissions.

46. In terms of Rules 29 & 30 of the Public Procurement Rules, 2004, which is reproduced as under:

29. Evaluation criteria: -

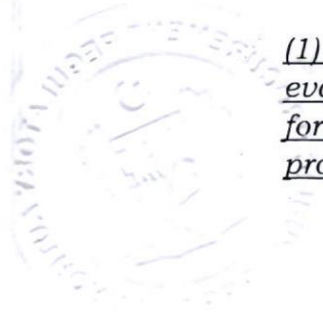
Procuring agencies shall formulate an appropriate evaluation criterion listing all the relevant information against which a bid is to be evaluated. Such evaluation criteria shall form an integral part of the bidding documents. Failure to provide for an unambiguous evaluation criteria in the bidding documents shall amount to mis-procurement.

30. Evaluation of bids. -

(1) All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the prescribed bidding documents. Save as provided for in sub-clause (iv) of clause (c) of rule 36 no

~~Signature~~

Signature



evaluation criteria shall be used for evaluation of bids that had not been specified in the bidding documents.

47. It is pertinent to mention that no deviation from the specifications, terms and conditions specified in the bidding documents & evaluation criteria is permissible. The procuring agency may proceed strictly in accordance with terms and conditions set forth in the bidding documents. All participants in the bidding process are bound by the terms and conditions of tender documents and cannot go beyond the purview and ambit of the tender documents.

48. As per bidding data clause 3.1 (a): “In case of Local JV arrangement lead partner of JV arrangement shall have valid registration with Pakistan Engineering Council (PEC) in C-A Category”. Tender Document (Technical Specifications) Section TS-03 states: This section describes the general requirements for provision of 400 Hz Aircraft Ground Power Units (GPU), cable trays for GPUs and Cable retriever system. As per requirement stipulated in TS-03, the procuring agency required a “Floor Mounted GPU”. As per Clause 6.3.2 of the Qualification Criteria, the Bidders were mandatorily required to have successfully completed at least one (01) similar project having minimum cost of Rs. 500 million or above in last ten (10) years.

49. In terms of Rule 31 “Clarification of bids” of the Public Procurement Rules, 2004, which states:

“No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid”.

50. In terms of Rule 35 “Announcement of evaluation reports” of the Public Procurement Rules, 2004, which states:

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.

51. The Respondent No. 1 (PAA) clarification letter dated 06-03-2026 addressed to the General Manager (Authorised Representative of IIW-IEC-ST JV) states:

QUALIFICATION CRITERIA

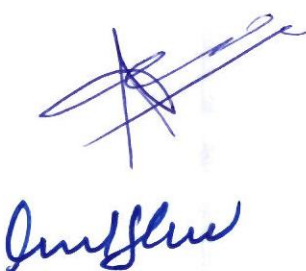
It is noted that the PEC Registration of M/s Sama Trade in line with Qualification Document section 6.3.1 and Application Form 9 is not traceable, please clarify;

It is noted that Form A-4 Experience of similar / comparable projects completed during last ten years and in hand projects are not traceable. Moreover, detailed experience certificate for the claimed completed project, i.e., AIIAP ILS CAT-IIIB AFL along with scope breakdown to confirm its relevance is not traceable, please clarify;

TECHNICAL SPECIFICATIONS

Technical Compliance Sheet for TS-03[GPU], and TS-0020[PCA] are not readable, please provide the readable copies duly signed and stamped by the concerned OEM;

It is observed that in TS-03 Bridge Mounted Power Coil (GPU + Cable Retriever) has been proposed contrary



the requirements of Ground Mounted GPU and Bridge Mounted Cable Retriever as per the issued Bidding Documents. Please clarify.

52. In response to the Procuring Agency letter dated 06-03-2026, IEC JV vide letter dated 16-03-2026 stated that:-

“as per bidding data clause 3.1 (a): “In case of Local JV arrangement lead partner of JV arrangement shall have valid registration with Pakistan Engineering Council (PEC) in C-A Category”. The complainant admitted that the said JV member was not registered with PEC, however, its registration was subsequently applied in PEC.

It is stated under clause 11. GPU Configuration “We have proposed and quoted bridge – mounted GPUs as they provide the most efficient combination with the cable retriever system. The use of a cable retriever system with floor-mounted GPU units becomes a cumbersome arrangement.

However, as required, we will supply and installed floor-mounted GPUs without any change in price. It is to be noted that both types of GPUs have same specifications, features and functions. Relevant technical literature of floor mounted GPU is attached herewith for your review.

We trust the above clarifications and supporting documents meet your requirements.”

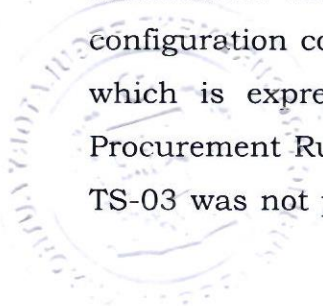
53. The Appellant has contended that the Revised Technical Evaluation Report dated 15.04.2026 is non-speaking and that non-disclosure of the initial report violates Rule 35 of the Public Procurement Rules, 2004. The record reflects that individual communications conveying disqualification along with



reasons were issued to the Appellant. The matter was subsequently adjudicated by the GRC through a detailed and reasoned order dated 10.04.2026. The revised Technical Evaluation Report was issued pursuant to the GRC decision.

54. The Appellate Committee is of the considered view that the requirement of transparency and disclosure, as envisaged under Rule 35, stood substantially satisfied through the detailed GRC order. Non-placement of an earlier superseded report, in the presence of a reasoned adjudication, does not by itself vitiate the process. No prejudice has been demonstrated to have been caused to the Appellant on this account. It is an admitted position that the GRC has already set aside the disqualification of the Appellant on the ground of Clause 6.3.2 (Similar Project). Therefore, this issue no longer survives for adjudication and does not advance the case of the Appellant.

55. The principal controversy pertains to the Appellant's compliance with Technical Specification TS-03. From the available record, it emerges that the bidding documents required a specific floor-mounted GPU configuration. The Appellant, in its original technical submission, proposed a bridge-mounted GPU configuration. The Appellant, in its clarification dated 16.03.2026, acknowledged that the originally offered configuration differed from the specified requirement. The Appellant proposed to provide the required configuration subsequently. The Appellant's own clarification constitutes an admission that the initially offered configuration was at variance with the specified requirement. This amounts to an admitted deviation from the specified requirement at the time of bid submission. Any subsequent offer to modify or substitute the configuration constitutes a change in the substance of the bid, which is expressly prohibited under Rule 31 of the Public Procurement Rules, 2004. The contention of the Appellant that TS-03 was not part of mandatory qualification criteria does not



cure an admitted non-compliance with a prescribed technical specification. A bid containing a material deviation from the required specifications cannot be treated as responsive. Accordingly, the finding of the GRC upholding disqualification on this ground does not suffer from illegality or perversity.

56. The second ground pertains to absence of PEC registration of one JV partner (M/s Sama Trade) at the time of bid submission. The record establishes that one JV partner (M/s Sama Trade) did not possess the requisite PEC registration at the time of submission of the bid. The said deficiency was sought to be cured post bid submission. The requirement of valid PEC registration forms part of the eligibility/mandatory requirements under the bidding documents read with the applicable regulatory framework. Compliance must exist at the time of bid submission. Any post-bid acquisition of such qualification constitutes a substantive alteration, which is impermissible under Rule 31 of the Public Procurement Rules, 2004. The GRC rightly held that such deficiency could not be cured subsequently, and disqualification on this ground is legally sustainable.

57. The Appellant's grievance regarding non-disclosure of the initial evaluation report and alleged non-speaking nature of the revised report has been examined. The Appellate Committee observed that detailed reasons for disqualification were communicated to the Appellant through correspondence and were further elaborated in the GRC's speaking order. The revised evaluation report reflects the outcome pursuant to the GRC's decision. In the presence of a reasoned GRC order addressing the grounds of disqualification, no prejudice has been shown to have been caused to the Appellant. Therefore, the alleged procedural lapse does not vitiate the procurement process.

58. The Appellant has alleged discriminatory treatment vis-à-vis Respondents No.2 & 3. Upon examination, the Appellate Committee observed that the GRC applied the same legal

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framework to both bidders. The relief granted to Respondents No.2 & 3 was based on rectification of an apparent evaluation error, whereas the Appellant's case involved admitted non-compliance and absence of mandatory qualification at the relevant time. Different outcomes arising from different factual matrices do not constitute discrimination. No violation of Rules 4 or 32 of the Public Procurement Rules, 2004 has been substantiated.

59. In view of the foregoing, the Appellate Committee holds that the Appellant's bid suffered from material non-compliance with Technical Specification TS-03. The Appellant failed to meet mandatory eligibility requirements regarding PEC registration at the time of bid submission. The disqualification of the Appellant on account of non-compliance with TS-03 and absence of PEC registration at the time of bid submission is lawful and justified.

60. In terms of Rule 33 "Rejection of bids" and Rule 34 "Re-bidding" of the Public Procurement Rules, 2004, which states:

Rule 33(1):

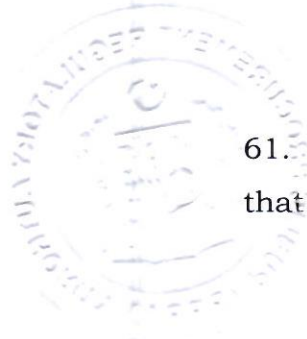
"the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals but is not required to justify those grounds."

Rule 34(1):

"If the procuring agency has rejected all bids under rule 33 it may call for a re-bidding."


61. In this regard, the Appellate Committee is of the view that once a procurement process has been cancelled / annulled



Sudhakar




under Rule 33 of Public Procurement Rules, 2004 the Grievance Redressal Committee (GRC) does not have the authority to restore the cancelled / annulled process. Therefore, the only option left for the procuring agency is to invoke Rule 34 of the Public Procurement Rules, 2004. Hence, the decision of the GRC with regard to setting aside of annulment of the bidding process is against the spirit of the procurement laws. Reliance is made on **PLD 2024 Islamabad 213** [M/s KAC-RMC (JV) Vs. NHA & Others].

62. For what the reasons and observations mentioned above, the Appeal in hand is hereby *disposed of*.


(Dr. Muhammad Aslam Waseem)
Director General (Legal)
(Member)


(Abdul Majeed)
Sr. Specialist (M&E)
(Member)


(Hasnat Ahmed Qureshi)
Managing Director (PPRA)
(Chairman of the Committee)

Dated: 6th May, 2026

Each page of the order has been signed by all members of the Committee. The order comprises thirty-one (31) pages.

