



CNR: KAHC010403282026

NC: 2026:KHC:38124
WP No. 18066 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO. 18066 OF 2026 (GM-TEN)

BETWEEN

M/S JOHNSON AND SMITH CO
A PARTNERSHIP FIRM CONSTITUTED UNDER
THE PARTNERSHIP ACT,
REPRESENTED BY ITS PARTNERS
SRI. RAMESH KUMAR JAIN C AND
SRI. ASHOK KUMAR JAIN C
BY THEIR POWER OF ATTORNEY HOLDER
MR. AASHISH JAIN,
HAVING ITS REGISTERED OFFICE AT
NO. 64/3, RAILWAY PARALLEL ROAD,
4TH CROSS, KUMARA PARK WEST
BENGALURU 560020

...PETITIONER

(BY SRI. BHARGAVA D. BHAT., ADVOCATE)

AND

Digitally signed
by SHWETHA
RAGHAVENDRA
Location: HIGH
COURT OF
KARNATAKA

1. NATIONAL INSTITUTE OF MENTAL HEALTH AND
NEURO SCIENCES (NIMHANS)
HOSUR ROAD,
BENGALURU 560 029
REPRESENTED BY ITS DIRECTOR
2. UNION OF INDIA
REPRESENTED BY THE SECRETARY,
MINISTRY OF HEALTH AND FAMILY WELFARE,
KARTAVYA BHAVAN, NEW DELHI 110 011
3. THE MEDICAL SUPERINTENDENT
NATIONAL INSTITUTE OF MENTAL HEALTH AND
NEURO SCIENCES (NIMHANS),
ASHWINI BLOCK, HOSUR ROAD,
BENGALURU 560 029





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4. THE ASSISTANT ADMINISTRATIVE OFFICER (HOSPITAL)
HOSPITAL STAFF SECTION,
NATIONAL INSTITUTE OF MENTAL HEALTH AND
NEURO SCIENCES (NIMHANS),
ASHWINI BLOCK, HOSUR ROAD,
BENGALURU 560 029
5. M/S PURE CHEMICAL COMPANY
REPRESENTED BY ITS PROPRIETOR
NO.32, H-BLOCK, 15TH MAIN ROAD,
ANNA NAGAR,
CHENNAI 600 040

.... RESPONDENTS

(BY SRI. A. MADHUSUDHAN RAO., ADVOCATE FOR R1, R3 & R4;
V/O/D 17.06.2026;
SRI. A. CHANDRA CHD., CGSC FOR R2;
SRI. V.P.SENGOTTUVEL SR. COUNSEL
SRI. AJIT KALYAN., ADVOCATE FOR R5)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 & 227 OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE A WRIT OF CERTIORARI OR ANY OTHER APPROPRIATE WRIT, ORDER OR DIRECTION, QUASHING AND SETTING ASIDE THE IMPUGNED AWARD OF CONTRACT / ACCEPTANCE OF BIDS DATED 04.06.2026, BEARING NO.NIMH/HSS/PU-1(DRUGS)2026-27/21 IN SO FAR AS IT PERTAINS TO DRUG CODE 430-LIQ SODIUM HYPOCHLORITE SOLUTION 5% 5LTR - PLACING THE PETITIONER AT L2 AND RESPONDENT NO. 5 AT LI PRODUCED AS ANNEXURE H AND ETC.

THIS WRIT PETITION COMING ON FOR ORDERS AND HAVING BEEN RESERVED FOR ORDERS ON 07.07.2026, THIS DAY, THE COURT PRONOUNCED THE FOLLOWING:

CAV ORDER

1. The Petitioner is before this Court seeking for the following reliefs:

1. *Issue a writ of certiorari or any other appropriate Writ, Order or Direction, quashing and setting aside the impugned Award of Contract / Acceptance of Bids dated 04.06.2026, bearing No.NIMH/HSS/PU-1(DRUGS)2026-27/21 in so far as it pertains to drug code 430-Liq Sodium Hypochlorite Solution 5 % 5ltr*



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- placing the petitioner at L2 and respondent no. 5 at L1 produced as Annexure H.

- 2. Issue a Writ of Mandamus or any other appropriate Writ, Order or Direction, directing the respondents to re-evaluate the bids for Drug Code 430 on a per-litre basis as mandated by Clause 5.3.2 of the Tender Notification, and to declare the petitioner as the L1 bidder accordingly, and to issue the Rate Contract/work order in favour of the Petitioner for the said drug code 430*
 - 3. Award costs of the petition to the petitioner.*
 - 4. Pass such other and further orders as this Hon'ble Court may deem fit and proper in the interest of justice, equity and good conscience.*
2. Respondent No.1-the National Institute of Mental Health and Neuro Sciences ("**NIMHANS**"), an Institute of National Importance functioning under the Ministry of Health and Family Welfare, Government of India, issued Tender Notification No. NIMH/PU-I(D)/TENDER/RC-I (26-28)/01/2025-26, CPPP Tender ID: 2026_NIMHN_894339 dated 12.02.2026, inviting bids for the supply of various drugs, chemicals, IV fluids and miscellaneous items required for the NIMHANS Hospital for a period of twenty-four months from the date of issuance of the Rate Contract, with effect from 01.04.2026. The tender notification was issued exclusively through the CPPP e-procurement portal. A pre-bid meeting was



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held on 27.01.2026, during which certain clarifications were issued to prospective bidders. According to the petitioner, it was specifically clarified that, for products with a package size of one litre or more, the rates were required to be quoted on a per-litre basis.

3. In this regard, Sri.Bhargava.D. Bhat., learned counsel for the petitioner relies on and refers to;

3.1. Clause 5.3.2 of the tender document, which is reproduced hereunder for easy reference;

5.3.2 *Tenders must submit their quotations item wise i.e., per tablet, litre, capsule, etc. not as per packing size as has been asked appropriately in the tender.*

3.2. By relying on Clause 5.3.2, his submission is that the tenderer must submit their quotation item-wise, i.e., per tablet, litre, capsule, etc., and not as per the packing size indicated in the tender. Therefore, his submission is that, as the subject matter of the present writ petition is Liquid Sodium Hypochlorite Solution 5%, any quote had to be per litre only, irrespective of the packing.

3.3. He also relies on Clause 5.3.7, 5.7.1 and 23.2 of the tender document, which are reproduced hereunder for easy reference;



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5.3.7. *No bidder shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc. committed by the bidders in the tender forms shall not be considered after opening di the tenders.*

5.7.1. *The tenderer, will not be allowed to make any alterations/modifications to bids received after the prescribed time period.*

23.2. *No change/ alteration on plea of clerical or typographical error in rates or other terms in the tender will be permitted under any circumstances.*

3.4. Relying upon the aforesaid clauses, it is contended that the tender conditions expressly prohibit any revision, modification or alteration of a bid after its submission, irrespective of whether such request is founded upon a clerical error, typographical error or any other similar ground. According to him, the petitioner quoted a basic price of Rs.144/- with applicable taxes of Rs.25.92/-, aggregating to Rs.169.92 per litre for Liquid Sodium Hypochlorite Solution 5%, and was accordingly declared as the L1 bidder.

3.5. It is submitted that Respondent No.5 quoted a basic price of Rs.375/- with taxes of Rs.67.50/-, aggregating to Rs.442.50, and was consequently ranked as L2. Learned counsel therefore contends that, once the financial bids



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were opened and the petitioner was declared as the L1 bidder, the contract ought to have been awarded to the petitioner. However, acting upon a clarification allegedly furnished by Respondent No.5 through an email dated 27.04.2026 at 4:48 p.m., after the bids had been closed and opened at 12:37 p.m. on the same day, the Tender Evaluation Committee, in its meeting held on 07.05.2026 at 4:00 p.m., directed that Respondent No.5 be treated as the L1 bidder, thereby depriving the petitioner of the award of the contract.

3.6. It is further contended that no clarification relating to the financial bid could either have been sought by the Tender Evaluation Authority or voluntarily furnished by Respondent No.5 after the opening of the financial bids. Even assuming that such a clarification had been submitted, the Tender Evaluation Authority could not have taken the same into consideration to the prejudice of the petitioner.

3.7. In this regard, he relies upon the decision of the Hon'ble Apex Court in ***Prakash Asphaltings & Toll Highways (India) Ltd. v.***



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Mandeepa Enterprises, ¹ more particularly para nos. 8, 9, 14, 16, 35, 37, 38.1 and 49 thereof, which are reproduced hereunder for easy reference;

8. *The contract period is for 1095 days. While the annual potential collection was pegged at Rs 21.60 crores, the earnest money deposit/bid security was fixed at Rs 25,00,000.00. As per Clause 2 of the notice inviting electronic bid, there would be two bids: technical bid and financial bid, both of which would have to be submitted concurrently duly digitally signed in the website of the West Bengal Government. Clause 3 mentioned that the rates should be quoted both in words and in figures in specific format i.e. BOQ. In case of any discrepancy between words and figures, the rate quoted in words would be treated as the actual rate offered. After bidding, the selected bidder will be the H1 bidder who will offer the highest remittance for the contract period and will make necessary agreement with the condition that the accepted bid amount over the stipulated period will have to be deposited in advance as per the payment schedule to the government account in lieu of RUF collection right.*

9. *Clause 4 lays down the eligibility criteria for participation in the Bid. Clause 4(g) is very specific. It says that any change in the template of BOQ will not be accepted under any circumstances. Clause 4(g) reads thus:*

Any change in template of BOQ will not be accepted under any circumstances.

¹(2026) 4 SCC 310



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14. Accordingly, forty-eight hours after declaration of technical evaluation, financial bids of the four technically qualified bidders were opened electronically as per the e-tender mechanism. On such opening, it was found that the appellant Prakash Asphaltings and Toll Highways (India) Limited was the highest bidder with the quoted amount of Rs 91,19,00,000.00 (for 1095 days). It was also found that Respondent 1 was the lowest bidder (H4) at the offered amount of Rs 9,72,999.00. Details of financial bid evaluation are as under:

BOQ Summary Details Tender Title: WBPWD/PW(R)/SEPD/PIU-I/NIB-07 OF 2023-24, SI-3 TENDER ID: 2023_WBPWD_595358_3				
Sheet Name	SI. No.	Bidder Name	Amount	Bid Rank
BoQ1	1.	Prakash Asphaltings and Toll Highways India Ltd.	91,19,00,000.00	H1
	2.	Eagle Infra India Ltd.	78,38,99,999.00	H2
	3.	Ainul Hoque	65,21,76,525.00	H3
	4.	Mandeepa Enterprises	9,72,999.00	H4

16. After the financial bids were opened and became public, Respondent 1 made a request to the tender committee vide e-mail dated 13-12-2023. The e-mail was accompanied by an affidavit stating that the amount offered was per day rate and that the said figure should be worked out for the total contract period of 1095 days in which event, the offer of Respondent 1 would stand at Rs 1,06,54,33,905.00 for the contract period. The tendering authority was requested to treat the figure of Rs 9,72,999.00 as a typographical error and the figure offered by Respondent 1 should be read as 1,06,54,33,905.00. The authority was further requested to consider the same keeping higher revenue in mind.



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35. *The Division Bench of the High Court has interpreted this clause in a broad way to include rectification of bona fide mistakes in quoting BOQ rates by the bidders. In our view, this will be stretching things a bit too far. This provision is meant to empower the notice inviting authority to seek clarification or further information regarding any document filed by a bidder. This cannot be interpreted so broadly as to include rectification of the BOQ rates which is governed by Clause 4(g) of the notice inviting electronic bid putting a complete embargo to any change in the template of BOQ; the prohibition is specific: change in the template of BOQ will not be accepted under any circumstances.*

37. *Therefore, though the contention of Respondent 1 is that it had made an inadvertent mistake in quoting the BOQ rate of per day figure instead of the total contract period of 1095 days, a closer scrutiny would, however, belie such contention. In Columns 5, 6 and 7, Respondent 1 filled up the amount in figures and words as Rs 9,72,999.00 and Rupees nine lakhs seventy-two thousand nine hundred and ninety-nine, respectively, for 1095 days. In such circumstances, it cannot be said to be an inadvertent or unintentional mistake, as is being contended on behalf of Respondent 1. Therefore, allowing Respondent 1 to rectify such mistakes after finalisation of the financial bid would be highly improper as it would have the effect of unsettling the entire tender process.*

38.1. *This Court in Patel Engg. Co. Ltd. [W.B. SEB v. Patel Engg. Co. Ltd., (2001) 2 SCC 451] also held that tenders are invited on the basis of competitive bidding. On the one hand, it offers a fair opportunity to all those who are interested in competing for the contract and on the other hand, it affords the authority a choice to select the best of competitors on a*



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competitive price without prejudice to the quality of the work. Above all, it eliminates favouritism and discrimination in allotting public works to contractors. While benefit to the public exchequer is certainly an important criteria in award of contract, it is equally in public interest to adhere to the rules and conditions subject to which bids are invited.

49. *The expression "public interest" in the arena of commercial transactions cannot and should not be confined to any straitjacket definition. While benefit or accrual of more revenue to the public exchequer is certainly an important aspect, equally important, if not more, is adherence to the rules and conditions of tender; sanctity of the tender process being paramount and should be maintained at all cost.*

3.8. By relying on ***Prakash Asphaltings & Toll Highways (India) Ltd. case***,¹ the submission made by learned counsel for the petitioner is that once the financial bids are opened and become public, no request by any bidder seeking clarification or correction of the financial bid can thereafter be entertained by the Tender Evaluation Authority.

3.9. In the said case, the contract related to toll collection rights for a period of 1095 days. The appellant therein had submitted the highest bid of Rs.91,19,00,000/-, whereas Mandeepa Enterprises had quoted only Rs.9,72,999/- and



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was ranked the lowest bidder. After the financial bids were opened, Mandeepa Enterprises sought to clarify that the amount quoted represented the rate for a single day and not for the entire contract period of 1095 days. It requested that the quoted amount be multiplied by 1095, thereby resulting in a total bid value of Rs.1,06,54,33,905/-, which would make it the highest bidder.

3.10. The Hon'ble Supreme Court rejected the said contention and held that even a bona fide mistake in quoting the BOQ rates cannot be permitted to be rectified after the opening of the financial bids. It was held that strict adherence to the terms and conditions governing the tender process is imperative and that inadvertent errors or mistakes committed by a bidder cannot be permitted to alter the outcome of the tender evaluation.

3.11. Learned counsel further submits that the Hon'ble Supreme Court has categorically held that, in matters relating to public contracts, the expression "public interest" is not confined merely to securing higher revenue for the public exchequer. Equally, if not more



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important, is the requirement of strict adherence to the terms and conditions of the tender, the sanctity of the tender process being paramount.

3.12. On the strength of the aforesaid decision, it is contended that the clarification furnished by Respondent No.5 after the opening of the financial bids could neither have been entertained nor acted upon by Respondent No.1. The consequential re-ranking of Respondent No.5 as L1 and the petitioner as L2 is, therefore, contrary to the tender conditions and the law laid down by the Hon'ble Supreme Court. It is submitted that, while the issue in ***Prakash Asphaltings & Toll Highways (India) Ltd.***¹ involved multiplication of the quoted amount to arrive at the total bid value, the present case involves division of the amount quoted by Respondent No.5, namely Rs.442.50, by five in order to determine the rate per litre. According to learned counsel, the underlying principle remains identical, namely, that no post-bid clarification or correction affecting the quoted financial bid can be permitted after the bids have been opened.



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Consequently, the decision in ***Prakash Asphaltings & Toll Highways (India) Ltd.***¹ applies in full force, and the decision of NIMHANS treating Respondent No.5 as the L1 bidder is liable to be set aside, with a consequential direction to award the contract to the petitioner.

4. Sri.Madusudhan Rao., learned counsel appearing for the NIMHANS would submit that;
 - 4.1. Respondent No.5 had committed a genuine and bona fide mistake while submitting its financial bid. According to him, the tender document itself contains an apparent inconsistency. While Clause 5.3.2 stipulates that quotations are to be submitted item-wise, namely, per tablet, litre, capsule, etc., Clause 8.1 of the tender document requires the tenderer to quote for the packing specified against each item in the schedule annexed to the rate enquiry and further provides that no other packing would be accepted. It also provides that, where no packing is specified, the tenderer may quote for the standard pack available in the market.
 - 4.2. Learned counsel submits that, in the present case, the schedule specifically prescribed a



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packing size of five litres. Respondent No.5, therefore, quoted its price for a five-litre pack. Consequently, according to him, no fault can be attributed to Respondent No.5 in submitting its quotation on that basis. He further submits that there has been no alteration whatsoever to the rate quoted by Respondent No.5. The quoted price has throughout remained Rs.442.50 for a five-litre pack. The only exercise undertaken by the Tender Evaluation Committee was to ascertain the equivalent rate per litre by a simple mathematical division, namely, Rs.442.50 divided by five, resulting in a per-litre rate of Rs.88.50.

- 4.3. On that basis, learned counsel submits that the effective rate quoted by Respondent No.5 is Rs.88.50 per litre, whereas the petitioner has quoted Rs.169.92 per litre, which is almost twice the rate quoted by Respondent No.5.
- 4.4. It is further submitted that Respondent No.1, being the procuring authority, is duty-bound to safeguard public funds. If the petitioner's quotation were accepted, NIMHANS would be compelled to procure the product at nearly double the price quoted by Respondent No.5.



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According to him, the estimated requirement is 86,150 units during the contract period. At the rate quoted by Respondent No.5, the total expenditure would be approximately Rs.3,23,06,250/-. On the other hand, if the petitioner's quoted rate of Rs.169.92 per litre is taken into consideration, the price would first have to be reckoned for five litres and thereafter multiplied by the required quantity, amounting to Rs. 7,31,93,040 resulting in substantially higher expenditure of Rs. 4,08,86,790.

4.5. Learned counsel therefore submits that acceptance of the petitioner's bid would impose an additional financial burden of Rs. 4,08,86,790 upon NIMHANS, which, according to him, the Institute can ill afford. He further submits that NIMHANS, being a premier public healthcare institution, is required to procure quality medicines at the most competitive prices so as to ensure optimum utilisation of public resources for the benefit of its patients. Incurring an avoidable expenditure Rs. 4,08,86,790 over a period of two years, according to him, would be contrary to public



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interest and would adversely affect both the institution and the patients who depend upon its services., since it is those patients who would have to be billed accordingly requiring them to make such payment.

4.6. In this context, learned counsel submits that the decision of the Tender Inviting Authority and the Tender Evaluation Committee deserves considerable deference, particularly in matters involving technical and commercial evaluation.

4.7. He relies on the decision of the Hon'ble Apex Court in ***Steag Energy Services (India) (P) Ltd. v. GSPC Pipavav Power Co. Ltd.***² more particularly para nos.19, 20, 24 and 26 thereof, which are reproduced hereunder for easy reference;

19. *Mr. D.V.S. Somayajulu, learned senior counsel appearing on behalf of the appellant, relied on the decision of this Court in Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd. [(2016) 16 SCC 818] to submit that the High Court committed a serious error in interfering with the decision, particularly when the difference between the appellant and the writ petitioner is marginally higher. The relevant portions of this precedent are as follows:*

"11. Recently, in Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium) [Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium), (2016) 8 SCC 622 : (2016) 4 SCC (Civ) 106 : (2016) 8 Scale 99] it

² 2026 SCC Online SC 478



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was held by this Court, relying on a host of decisions that the decision-making process of the employer or owner of the project in accepting or rejecting the bid of a tenderer should not be interfered with. Interference is permissible only if the decision-making process is mala fide or is intended to favour someone. Similarly, the decision should not be interfered with unless the decision is so arbitrary or irrational that the Court could say that the decision is one which no responsible authority acting reasonably and in accordance with law could have reached. In other words, the decision-making process or the decision should be perverse and not merely faulty or incorrect or erroneous. No such extreme case was made out by GYT-TPL JV in the High Court or before us.

(...)

13. In other words, a mere disagreement with the decision-making process or the decision of the administrative authority is no reason for a constitutional court to interfere. The threshold of mala fides, intention to favour someone or arbitrariness, irrationality or perversity must be met before the constitutional court interferes with the decision-making process or the decision."

20. *In similar circumstances, while considering the scope of judicial review, this Court in Montecarlo Ltd. v. NTPC Ltd. [(2016) 15 SCC 272], expressed a word of caution emphasising that judicial review should be confined to ensuring that there is no arbitrariness or mala fide in the process of evaluation. The relevant portions of the judgement are reproduced below:*

"26. We respectfully concur with the aforesaid statement of law. We have reasons to do so. In the present scenario, tenders are floated and offers are invited for highly complex technical subjects. It requires understanding and appreciation of the nature of work and the purpose it is going to serve. It is common knowledge in the competitive commercial field that technical bids pursuant to the notice inviting tenders are scrutinized by the technical experts and sometimes third party assistance from those unconnected with the owner's



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organization is taken. This ensures objectivity. Bidder's expertise and technical capability and capacity must be assessed by the experts. In the matters of financial assessment, consultants are appointed. It is because to check and ascertain that technical ability and the financial feasibility have sanguinity and are workable and realistic. There is a multi-prong complex approach; highly technical in nature. The tenders where public largesse is put to auction stand on a different compartment. Tender with which we are concerned, is not comparable to any scheme for allotment. This arena which we have referred requires technical expertise. Parameters applied are different. Its aim is to achieve high degree of perfection in execution and adherence to the time schedule. But, that does not mean, these tenders will escape scrutiny of judicial review. Exercise of power of judicial review would be called for if the approach is arbitrary or malafide or procedure adopted is meant to favour one. The decision making process should clearly show that the said maladies are kept at bay. But where a decision is taken that is manifestly in Page 29 29 consonance with the language of the tender document or subserves the purpose for which the tender is floated, the court should follow the principle of restraint. Technical evaluation or comparison by the court would be impermissible. The principle that is applied to scan and understand an ordinary instrument relatable to contract in other spheres has to be treated differently than interpreting and appreciating tender documents relating to technical works and projects requiring special skills. The owner should be allowed to carry out the purpose and there has to be allowance of free play in the joints."

24. *It is rather strange that in the whole process of judicial Scrutiny the contesting contractors as well as the Court lost sight of the needs and requirements of the Owner. It is not uncommon that when judicial review proceedings are invoked by one or the other parties the entire focus of the court is in choosing the most eligible party. This enquiry is necessary, however judicial review courts cannot ignore the needs of the owner(s), the speed at which they would want the appropriate contractor to be*



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identified and other considerations that weigh in their endeavour. Let's take this very case, GPPC floated the tender way back in January 2025 and LOA itself was granted on 09.06.2025 from which date more than a year has already passed. Who is to account for the delay in the execution of the contract and commencement of the work?

26. The final choice is of the owner, and it is for the owner to take the final decision with necessary flexibility and pragmatism. While exercising judicial review of contractual matters, constitutional courts do not exercise, should not exercise ex-ante jurisdiction to pre-empt executive actions. On this count, High Court has exceeded the first principle of judicial restraint in contractual matters.

- 4.8. By relying on ***Steag Energy Services (India) (P) Ltd. case***,² his submission is that the Hon'ble Supreme Court has consistently held that the ultimate choice of the successful bidder rests with the owner or procuring authority, which is entitled to exercise the necessary flexibility and pragmatism in commercial matters. The doctrine of "free play in the joints" recognises that the owner is best placed to assess its own requirements and evaluate competing bids. He submits that, in the present case, the Tender Evaluation Committee, consisting of nineteen experts, in its meeting held on 07.05.2026, examined the issue in detail and unanimously concluded that Respondent No.5 ought to be treated as the L1 bidder. Such a decision, according to him, does



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not warrant interference in the exercise of judicial review.

4.9. He relies upon the decision of the Hon'ble Apex Court in **Conservator of Forest v. Suresh Mathew**,³ more particularly para 16 and 17 thereof, which are reproduced hereunder for easy reference;

16. *The question of scope of judicial review in the cases of award of contracts has already been dealt with by the Hon'ble Supreme Court in the case of Jagdish Mandal v. State of Orissa [(2007) 14 SCC 517] wherein the Court observed as under:*

"22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made "lawfully" and not to check whether choice or decision is "sound". When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bonafide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or

³ 2025 SCC OnLine SC 933



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some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review should pose to itself the following questions:

(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone;

Or

Whether the process adopted or decision made is so arbitrary and irrational that the Court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached.

(ii) Whether public interest is affected.

If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or distribution of State largesse (allotment of sites/shops, grant of licenses, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action."

We are of the opinion that the High Court has committed a gross error while observing the facts in the case of Jagdish Mandal (supra) were entirely different in regard to a defective tender submitted by a participant.

17. *In the case of State of Orissa v. Harinarayan Jaiswal (3 ((1972) 2 SCC 36: AIR 1972 SC 1816), in relation to excise revenue, the Supreme Court observed as under:*

"13. ... The Government is the guardian of the finances of the State. It is expected to protect the financial interest of the State. Hence quite naturally, the Legislature has empowered the Government to see that there is no leakage in its revenue. It is for



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the Government to decide whether the price offered in an auction sale is adequate. While accepting or rejecting a bid, it is merely performing an executive function. The correctness of its conclusion is not open to judicial review. We fail to see how the plea of contravention of Article 19(1)(g) and Article 14 can arise in these cases...”

4.10. While these paragraphs from **Conservator of Forest** ³ are essentially extracts from earlier decisions, namely **Jagdish Mandal vs. State of Orissa (2007) 14 SCC 517** and **State of Orissa vs Harinarayan Jaiswal 3 ((1972) 2 SCC 36: AIR 1972 SC 1816**, learned counsel submits that judicial review in matters concerning award of public contracts is extremely limited. Courts are concerned only with the legality of the decision-making process and not with the merits of the commercial decision itself. Unless the process is shown to be tainted by mala fides, arbitrariness, irrationality or an intention to favour a particular bidder, interference under Article 226 of the Constitution is wholly unwarranted. It is further submitted that, in matters involving evaluation of tenders and award of contracts, greater latitude must necessarily be accorded to the procuring authority.



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4.11. On the strength of the aforesaid submissions, learned counsel contends that the decision of NIMHANS to treat Respondent No.5 as the L1 bidder was taken bona fide, in public interest and with due regard to the financial implications of the procurement. The impugned decision neither suffers from arbitrariness nor violates any provision of the tender conditions. He therefore submits that the writ petition is devoid of merit and is liable to be dismissed, with a consequential affirmation of the decision of NIMHANS awarding the tender in favour of Respondent No.5.

5. Sri.V.P.Sengottuvel., learned Senior Counsel appearing for Sri.Ajith Kalyan, learned Counsel for respondent No.5 would submit that;

5.1. Learned Senior Counsel submits that Respondent No.5 had committed a genuine and bona fide error while submitting its financial bid. He adopts the submissions advanced by Sri.A.Madhusudhan Rao, learned counsel appearing for Respondent Nos.1, 3 and 4, with particular reference to Clause 8.1 of the tender document, which is reproduced hereunder for easy reference:



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8.1 Tenders must quote for the packing specified against each item in the schedule annexed to the rate-inquiry, as any other packing will not be accepted. Where no pack is specified, tenderer may quote for standard pack which is available in the market.

- 5.2. According to him, there exists an apparent ambiguity in the tender conditions as to whether the quotation was required to be furnished on a per-litre basis or with reference to the prescribed packing. It was in this background that Respondent No.5 submitted its quotation for a five-litre container. The bid submitted by Respondent No.5 clearly describes the item as "Liquid Sodium Hypochlorite Solution 5% – 5 Litres". The quantity mentioned is one container of five litres and the quoted price is Rs.442.50.
- 5.3. Learned Senior Counsel submits that the quotation furnished by Respondent No.5 was always intended to be for a five-litre pack and never for one litre. According to him, the bid itself unmistakably demonstrates this intention. Had the quotation been construed as Rs.442.50 per litre, Respondent No.5 would never have emerged as the successful bidder, since such rate would have been substantially higher than that quoted by the petitioner. The Tender



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Evaluation Committee, therefore, rightly interpreted the quotation as being for a five-litre pack and merely determined the equivalent per-litre rate for the purpose of comparison.

- 5.4. He relies upon the decision of the Hon'ble Apex Court in ***Tata Motors Ltd. v. Brihan Mumbai Electric Supply & Transport Undertaking***,⁴ more particularly para 55 to 57 thereof, which are reproduced hereunder for easy reference;

55. Ordinarily, a writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out. The court ordinarily should not interfere in matters relating to tender or contract. To set at naught the entire tender process at the stage when the contract is well underway, would not be in public interest. Initiating a fresh tender process at this stage may consume lot of time and also loss to the public exchequer to the tune of crores of rupees. The financial burden/implications on the public exchequer that the State may have to meet with if the Court directs issue of a fresh tender notice, should be one of the guiding factors that the Court should keep in mind. This is evident from a three-Judge Bench decision of this Court in Assn. of Registration Plates v. Union of India [Assn. of Registration Plates v. Union of India, (2005) 1 SCC 679] .

56. The law relating to award of contract by the State and public sector corporations was reviewed in Air India Ltd. v. Cochin International Airport Ltd. [Air India Ltd. v. Cochin International Airport Ltd., (2000) 2 SCC 617] and it was held that the award of a contract, whether by a private party or by a State, is essentially a commercial transaction. It can choose

⁴ (2023) 19 SCC 1



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its own method to arrive at a decision and it is free to grant any relaxation for bona fide reasons, if the tender conditions permit such a relaxation. It was further held that the State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process, the court must exercise its discretionary powers under Article 226 with great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the court should interfere.

57. *As observed by this Court in Jagdish Mandal v. State of Orissa [Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517] , that while invoking power of judicial review in matters as to tenders or award of contracts, certain special features should be borne in mind that evaluations of tenders and awarding of contracts are essentially commercial functions and principles of equity and natural justice stay at a distance in such matters. If the decision relating to award of contract is bona fide and is in public interest, courts will not interfere by exercising powers of judicial review even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. Power of judicial review will not be invoked to protect private interest at the cost of public interest, or to decide contractual disputes.*

- 5.5. By relying on **Tata Motors Ltd. case**,⁴ his submission is that the Hon'ble Supreme Court has consistently held that constitutional courts ought not to substitute their own commercial assessment for that of the procuring authority. Judicial review in tender matters must remain confined to examining the legality of the



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decision-making process and not the commercial wisdom underlying the decision. Even where some procedural irregularity is demonstrated, interference would be justified only if overriding public interest so demands. The financial implications of directing a fresh tender or upsetting an existing procurement are relevant considerations which the Court must keep in view.

5.6. He relies upon the decision of the Hon'ble Apex Court in ***Galaxy Transport Agencies v. New J.K. Roadways***,⁵ para 14 to 17 thereof, which are reproduced hereunder for easy reference;

14. In a series of judgments, this Court has held that the authority that authors the tender document is the best person to understand and appreciate its requirements, and thus, its interpretation should not be second-guessed by a court in judicial review proceedings. In Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd. [Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818] , this Court held : (SCC p. 825, para 15)

"15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the

⁵ (2021) 16 SCC 808



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tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given."

(emphasis supplied)

15. *In the judgment in Bharat Coking Coal Ltd. v. AMR Dev Prabha [Bharat Coking Coal Ltd. v. AMR Dev Prabha, (2020) 16 SCC 759] , under the heading "Deference to authority's interpretation", this Court stated : (SCC p. 776, paras 50-52)*

"50. Lastly, we deem it necessary to deal with another fundamental problem. It is obvious that Respondent 1 seeks to only enforce terms of the NIT. Inherent in such exercise is interpretation of contractual terms. However, it must be noted that judicial interpretation of contracts in the sphere of commerce stands on a distinct footing than while interpreting statutes.

51. In the present facts, it is clear that BCCL and C1-India have laid recourse to clauses of the NIT, whether it be to justify condonation of delay of Respondent 6 in submitting performance bank guarantees or their decision to resume auction on grounds of technical failure. BCCL having authored these documents, is better placed to appreciate their requirements and interpret them. (Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd. [Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818] , SCC para 15)

52. The High Court [Amr-Dev Prabha v. Union of India, 2018 SCC OnLine Jhar 2708] ought to have deferred to this understanding, unless it was patently perverse or mala fide. Given how BCCL's interpretation of these clauses was plausible and not absurd, solely differences in opinion of contractual interpretation ought not to have been grounds for the High Court to come to a finding that the appellant committed illegality."

(emphasis supplied)

16. *Further, in the recent judgment in Silppi Constructions Contractors v. Union of India [Silppi Constructions Contractors v. Union of India, (2020) 16*



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SCC 489] , this Court held as follows : (SCC pp. 502-503, para 20)

"20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the State instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court's interference should be minimal. The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted. The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case."

(emphasis supplied)

17. *In accordance with these judgments and noting that the interpretation of the tendering authority in this case cannot be said to be a perverse one, the Division Bench ought not to have interfered with it by giving its own interpretation and not giving proper credence to the word "both" appearing in Condition 31 of the NIT. For this reason, the Division Bench's [New J.K. Roadways v. State (UT of J&K), 2020 SCC OnLine J&K 733] conclusion that J.K. Roadways was wrongly declared to be ineligible, is set aside.*

5.7. By relying on ***Galaxy Transport Agencies case***,⁵ his submission is that learned Senior Counsel submits that the authority which authors the tender document is the best person to understand, appreciate and interpret its terms and requirements. Unless the



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interpretation adopted by the Tender Inviting Authority is shown to be mala fide, arbitrary or perverse, constitutional courts ought not to substitute their own interpretation merely because another view is possible. According to him, the interpretation adopted by NIMHANS that the quotation of Respondent No.5 represented the price for a five-litre pack is not only a plausible interpretation but also one that advances the object of the tender and, therefore, deserves judicial deference.

5.8. He relies upon the decision of the Hon'ble Apex Court in ***Omsairam Steels & Alloys (P) Ltd. v. State of Odisha***,⁶ more particularly para 22, 23, 25 and 29 thereof, which are reproduced hereunder for easy reference;

22. *This Court in Silppi Constructions Contractors v. Union of India [Silppi Constructions Contractors v. Union of India, (2020) 16 SCC 489] held : (SCC p. 501, para 19)*

"19. This Court being the guardian of fundamental rights is duty-bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court in all the aforesaid decisions [Ed. : The reference appears to be to Tata Cellular v. Union of India, (1994) 6 SCC 651; Raunaq International Ltd. v. I.V.R. Construction Ltd., (1999) 1 SCC 492; Air India Ltd. v. Cochin International Airport Ltd., (2000) 2 SCC 617; Ksidc Ltd. v. Cavalet India Ltd., (2005) 4 SCC 456; Master Marine

⁶ (2024) 9 SCC 697



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Services (P) Ltd. v. Metcalfe & Hodgkinson (P) Ltd., (2005) 6 SCC 138; B.S.N. Joshi & Sons Ltd. v. Nair Coal Services Ltd., (2006) 11 SCC 548; Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517; Michigan Rubber (India) Ltd. v. State of Karnataka, (2012) 8 SCC 216; Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818; Montecarlo Ltd. v. NTPC Ltd., (2016) 15 SCC 272; Municipal Corpn., Ujjain v. BVG India Ltd., (2018) 5 SCC 462 : (2018) 3 SCC (Civ) 291; Caretel Infotech Ltd. v. Hindustan Petroleum Corpn. Ltd., (2019) 14 SCC 81] has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. ... The Courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. As laid down in the judgments [**Ed.** : The reference appears to be to *Tata Cellular v. Union of India*, (1994) 6 SCC 651; *Raunaq International Ltd. v. I.V.R. Construction Ltd.*, (1999) 1 SCC 492; *Air India Ltd. v. Cochin International Airport Ltd.*, (2000) 2 SCC 617; *Ksidc Ltd. v. Cavalet India Ltd.*, (2005) 4 SCC 456; *Master Marine Services (P) Ltd. v. Metcalfe & Hodgkinson (P) Ltd.*, (2005) 6 SCC 138; *B.S.N. Joshi & Sons Ltd. v. Nair Coal Services Ltd.*, (2006) 11 SCC 548; *Jagdish Mandal v. State of Orissa*, (2007) 14 SCC 517; *Michigan Rubber (India) Ltd. v. State of Karnataka*, (2012) 8 SCC 216; *Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd.*, (2016) 16 SCC 818; *Montecarlo Ltd. v. NTPC Ltd.*, (2016) 15 SCC 272; *Municipal Corpn., Ujjain v. BVG India Ltd.*, (2018) 5 SCC 462 : (2018) 3 SCC (Civ) 291; *Caretel Infotech Ltd. v. Hindustan Petroleum Corpn. Ltd.*, (2019) 14 SCC 81] cited above the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must



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give "fair play in the joints" to the Government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer."

(emphasis supplied)

23. *Thus, it is evident that while undertaking the exercise of judicial review of matters relating to tenders, the court has to strike a fair balance between the interests of the Government, which is always expected to advance the financial interests of the State, and private entities. As observed by this Court, not every small mistake must be perceived through the lens of a magnifying glass and blown up unreasonably. The present case is precisely of such a nature. A mere typographical error forms the fulcrum of the present lis and, thus, the principles of proportionality, reasonableness and equity demand that the appellant's grievance be heard.*

25. *While deciding Patel Engg. Co. [W.B. SEB v. Patel Engg. Co. Ltd., (2001) 2 SCC 451] , this Court was referred by the Senior Counsel for Respondents 1 to 4 therein to para 84 of American Jurisprudence (2nd Edn., Vol. 64, p. 944) and it was felt useful to quote the same. We too find it prudent to reproduce the relevant passage hereinbelow:*

"As a general rule, equitable relief will be granted to a bidder for a public contract where he has made a material mistake of fact in the bid which he submitted, and where, upon the discovery of that mistake, he acts promptly in informing the public authorities and requesting withdrawal of his bid or opportunity to rectify his mistake particularly when he does so before any formal contract is entered into."

29. *Despite the respondents' contention to the contrary, it is evident that there was no opportunity available on the platform for the appellant to rectify the error in the bid, having once entered it. Even if any bidder like the appellant had realised that the bid amount requires to be rectified, it could not have done so because of the system not permitting such a*



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course. It had either to suffer the effects of the error or mistake i.e. forfeiture of bid security on failure to deposit the first instalment of the upfront payment, or quit the process realising such error/mistake having been committed by it. It seems that anyone committing an error or mistake in submitting the bid and seeking to rectify it would be caught between the devil and the deep sea. Upon discovery of the error or mistake that was committed, the appellants have satisfied us on the point that they wasted no time in informing the respondents and sought an opportunity to rectify the same.

- 5.9. By relying on ***Omsairam Steels & Alloys (P) Ltd. case***,⁶ his submission is that the Hon'ble Supreme Court has emphasised that courts should not examine tender documents with a magnifying glass so as to convert every minor mistake into a ground for invalidating the tender process. The principles of proportionality, reasonableness and equity require that genuine and bona fide mistakes, which do not alter the substance of the bid or confer any unfair advantage upon the bidder, be viewed pragmatically. According to him, the present case falls squarely within the said principle, as the quoted price has remained unchanged throughout and the only exercise undertaken by the Tender Evaluation Committee was to ascertain the equivalent per-litre rate by applying a simple mathematical calculation.



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5.10. He relies upon the decision of the Hon'ble Apex Court in ***N.G. Projects Ltd. v. Vinod Kumar Jain***,⁷ more particularly para 10, 13, 22 and 23 thereof, which are reproduced hereunder for easy reference;

10. *We find that the interference in contract awarded to the appellant is wholly unwarranted and has caused loss to public interest. Construction of roads is an essential part of development of infrastructure in any State. The learned Single Bench and the Division Bench of the High Court were exercising power of judicial review to find out whether the decision of the State was manifestly arbitrary or unjust as laid down by this Court in Tata Cellular v. Union of India [Tata Cellular v. Union of India, (1994) 6 SCC 651] and to act as appellate authority over the decision of the State. This Court in Tata Cellular [Tata Cellular v. Union of India, (1994) 6 SCC 651] held as under : (SCC pp. 675, 677-78 & 687-88, paras 70, 77 & 94)*

"70. It cannot be denied that the principles of judicial review would apply to the exercise of contractual powers by government bodies in order to prevent arbitrariness or favouritism. However, it must be clearly stated that there are inherent limitations in exercise of that power of judicial review. Government is the guardian of the finances of the State. It is expected to protect the financial interest of the State. The right to refuse the lowest or any other tender is always available to the Government. But, the principles laid down in Article 14 of the Constitution have to be kept in view while accepting or refusing a tender. There can be no question of infringement of Article 14 if the Government tries to get the best person or the best quotation. The right to choose cannot be considered to be an arbitrary power. Of course, if the said power is exercised for any collateral purpose the exercise of that power will be struck down.

⁷ (2022) 6 SCC 127



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77. The duty of the court is to confine itself to the question of legality. Its concern should be:

- 1. Whether a decision-making authority exceeded its powers?*
- 2. committed an error of law,*
- 3. committed a breach of the rules of natural justice,*
- 4. reached a decision which no reasonable tribunal would have reached or,*
- 5. abused its powers.*

Therefore, it is not for the court to determine whether a particular policy or particular decision taken in the fulfilment of that policy is fair. It is only concerned with the manner in which those decisions have been taken. The extent of the duty to act fairly will vary from case to case. Shortly put, the grounds upon which an administrative action is subject to control by judicial review can be classified as under:

(i) Illegality : This means the decision-maker must understand correctly the law that regulates his decision-making power and must give effect to it.

(ii) Irrationality, namely, Wednesbury [Associated Provincial Picture Houses Ltd. v. Wednesbury Corpn., (1948) 1 KB 223 (CA)] unreasonableness.

(iii) Procedural impropriety.

The above are only the broad grounds but it does not rule out addition of further grounds in course of time. As a matter of fact, in R. v. Secy. of State for the Home Deptt., ex p Brind [R. v. Secy. of State for the Home Deptt., ex p Brind, (1991) 1 AC 696 : (1991) 2 WLR 588 (HL)] , Lord Diplock refers specifically to one development, namely, the possible recognition of the principle of proportionality. In all these cases the test to be adopted is that the court should, 'consider whether something has gone wrong of a nature and degree which requires its intervention'.

94. The principles deducible from the above are:



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(1) The modern trend points to judicial restraint in administrative action.

(2) The court does not sit as a court of appeal but merely reviews the manner in which the decision was made.

(3) The court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.

(4) The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.

(5) The Government must have freedom of contract. In other words, a fair play in the joints is a necessary concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury [Associated Provincial Picture Houses Ltd. v. Wednesbury Corpn., (1948) 1 KB 223 (CA)] principle of reasonableness (including its other facts pointed out above) but must be free from arbitrariness not affected by bias or actuated by mala fides.

(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure.

Based on these principles we will examine the facts of this case since they commend to us as the correct principles."

(emphasis in original)

13. *This Court sounded a word of caution in another judgment reported as Silppi Constructions Contractors v. Union of India [Silppi Constructions Contractors v. Union of India, (2020) 16 SCC 489] , wherein it was held that the courts must realise their limitations and the havoc which needless interference in commercial*



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matters could cause. In contracts involving technical issues, the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. As laid down in the judgments cited above, the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. The courts must also not interfere where such interference would cause unnecessary loss to the public exchequer. It was held as under : (SCC p. 501, paras 19-20)

"19. This Court being the guardian of fundamental rights is duty-bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court in all the aforesaid decisions has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts, but this discretionary power must be exercised with a great deal of restraint and caution. The courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. As laid down in the judgments cited above the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also



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not interfere where such interference will cause unnecessary loss to the public exchequer.

20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the State instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court's interference should be minimal. The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted. The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind, we shall deal with the present case."

(emphasis supplied)

22. *The satisfaction whether a bidder satisfies the tender condition is primarily upon the authority inviting the bids. Such authority is aware of expectations from the tenderers while evaluating the consequences of non-performance. In the tender in question, there were 15 bidders. Bids of 13 tenderers were found to be unresponsive i.e. not satisfying the tender conditions. The writ petitioner was one of them. It is not the case of the writ petitioner that action of the Technical Evaluation Committee was actuated by extraneous considerations or was mala fide. Therefore, on the same set of facts, different conclusions can be arrived at in a bona fide manner by the Technical Evaluation Committee. Since the view of the Technical Evaluation Committee was not to the liking of the writ petitioner, such decision does not warrant for interference in a grant of contract to a successful bidder.*

23. *In view of the above judgments of this Court, the writ court should refrain itself from imposing its decision over the decision of the employer as to*



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whether or not to accept the bid of a tenderer. The Court does not have the expertise to examine the terms and conditions of the present day economic activities of the State and this limitation should be kept in view. Courts should be even more reluctant in interfering with contracts involving technical issues as there is a requirement of the necessary expertise to adjudicate upon such issues. The approach of the Court should be not to find fault with magnifying glass in its hands, rather the Court should examine as to whether the decision-making process is after complying with the procedure contemplated by the tender conditions. If the Court finds that there is total arbitrariness or that the tender has been granted in a mala fide manner, still the Court should refrain from interfering in the grant of tender but instead relegate the parties to seek damages for the wrongful exclusion rather than to injunct the execution of the contract. The injunction or interference in the tender leads to additional costs on the State and is also against public interest. Therefore, the State and its citizens suffer twice, firstly by paying escalation costs and secondly, by being deprived of the infrastructure for which the present day Governments are expected to work.

5.11. By relying on **N.G. Projects Ltd case**,⁷ his submission is that the scope of judicial review in contractual matters is extremely limited. Courts do not sit as appellate authorities over the decisions of expert committees constituted by the procuring authority. Unless the decision-making process is shown to be vitiated by arbitrariness, mala fides, bias, perversity or violation of the tender conditions, interference is unwarranted. Even where some procedural irregularity is established, the appropriate



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remedy would ordinarily be damages rather than setting aside the award of the contract, particularly when such interference would result in escalation of costs and prejudice to public interest.

5.12.Learned Senior Counsel therefore submits that the interests of the procuring authority, namely NIMHANS, are fully protected by awarding the contract to Respondent No.5.

5.13.He adopts and reiterates the submissions advanced on behalf of Respondent Nos.1, 3 and 4 that acceptance of the petitioner's bid would result in a substantial and wholly avoidable financial burden upon NIMHANS, whereas Respondent No.5 is capable of supplying the very same product at a significantly lower cost.

5.14.It is accordingly submitted that public interest requires that the financial interests of the procuring authority and, consequently, the public exchequer be protected. Since the decision of the Tender Evaluation Committee is neither arbitrary nor contrary to the tender conditions, the writ petition does not disclose any ground warranting interference under Article 226 of the Constitution. Learned Senior



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Counsel therefore prays that the writ petition be dismissed.

6. Heard Sri.Bhargava.D.Bhat., learned counsel appearing for the petitioner, Sri.A.Madhusudhan Rao., learned counsel appearing for respondents No.1, 3 and 4, Sri.A.Chandra Chud., learned CGSC appearing for respondent No.2 and Sri.V.P.Sengottuvel., learned Senior Counsel appearing for respondent No.5. Perused papers.
7. The points that would arise for consideration are:
 - (i) **Whether, on a true and harmonious construction of Clauses 5.3.2 and 8.1 of the tender document, the bidders were required to quote the price of Liquid Sodium Hypochlorite Solution 5% on a per-litre basis irrespective of the prescribed packing size, or whether the quotation could validly be submitted with reference to the prescribed five-litre pack?**
 - (ii) **Whether the email/clarification submitted by Respondent No.5 after the opening of the financial bids amounted to an impermissible modification or alteration of its financial bid in violation of Clauses 5.3.7, 5.7.1 and 23.2 of the tender conditions, or whether it merely explained the basis of the bid already submitted without altering the quoted price?**
 - (iii) **Whether the action of the Tender Evaluation Committee in treating Respondent No.5's quotation of Rs.442.50**



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as the price for a five-litre pack and determining the equivalent per-litre rate for the purpose of financial evaluation is arbitrary, irrational, contrary to the tender conditions or otherwise liable to be interfered with under Article 226 of the Constitution of India?

- (iv) Whether the principles laid down by the Hon'ble Supreme Court in *Prakash Asphaltings & Toll Highways (India) Ltd. v. Mandeepa Enterprises*¹ are attracted to the facts of the present case, or whether the present case is governed by the principles of judicial restraint and deference to the interpretation adopted by the tendering authority as enunciated in *Steag Energy Services (India) (P) Ltd.*² *Galaxy Transport Agencies*,⁵ *Tata Motors Ltd.*,⁴ *Omsairam Steels & Alloys (P) Ltd.*⁶ and *N.G. Projects Ltd.*⁷ ?
- (v) Whether the impugned decision dated 04.06.2026 declaring Respondent No.5 as the L1 bidder and placing the petitioner at L2 calls for interference in exercise of the extraordinary jurisdiction of this Court under Articles 226 and 227 of the Constitution of India?

(vi) What Order?

8. This court answers the above points as follows:
9. **Answer to Point No.(i):** Whether, on a true and harmonious construction of Clauses 5.3.2 and 8.1 of the tender document, the bidders were required to quote the price of Liquid Sodium Hypochlorite Solution 5% on a per-litre basis irrespective of the prescribed packing size, or whether the quotation could validly be



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submitted with reference to the prescribed five-litre pack?

- 9.1. Sri.Bhargava.D. Bhat., learned counsel for the petitioner, submits that Clause 5.3.2 of the tender document is clear. Every tenderer had to quote item-wise, that is, per tablet, per litre, per capsule, and the like, and not as per the packing size. The item in question, namely Liquid Sodium Hypochlorite Solution 5%, is a liquid. Therefore, according to him, the only lawful manner of quoting was on a per-litre basis, whatever be the packing in which the product is actually supplied.
- 9.2. He further submits that this position was also made known to all the bidders at the pre-bid meeting held on 27.01.2026, where it was clarified that, for products with a package size of one litre or more, the rates were required to be quoted on a per-litre basis.
- 9.3. It is on this understanding that the petitioner quoted a basic price of Rs.144/- together with taxes of Rs.25.92, aggregating to Rs.169.92 per litre, and was initially declared the L1 bidder. According to him, once Clause 5.3.2 uses plain words, there is no ambiguity in the



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tender document at all. The quotation of Respondent No.5 of Rs.442.50 had, therefore, to be read only as a per-litre quotation. If it is so read, the petitioner is L1 and Respondent No.5 is L2, and the tender for drug code 430 ought to have been awarded to the petitioner.

- 9.4. Sri. A. Madhusudhan Rao., learned counsel for Respondent Nos.1, 3 and 4, NIMHANS, submits that the tender document itself contains an apparent inconsistency. While Clause 5.3.2 speaks of item-wise quotation, Clause 8.1 of the very same tender document requires the tenderer to quote for the packing specified against each item in the schedule annexed to the rate enquiry and further provides that no other packing would be accepted. Clause 8.1 also provides that, where no packing is specified, the tenderer may quote for the standard pack available in the market.
- 9.5. He submits that, for drug code 430, the schedule specifically prescribed a packing size of five litres. Respondent No.5, therefore, has apparently quoted its price of Rs.442.50 for a five-litre pack, in terms of Clause 8.1. According to him, no fault can be found with a



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bidder who quotes for the very packing which the tender itself prescribes.

- 9.6. Sri.V.P. Sengottuvel., learned Senior Counsel appearing for Respondent No.5, adopts the submissions of Sri. A. Madhusudhan Rao., with particular reference to Clause 8.1 of the tender document. He submits that there is an apparent ambiguity in the tender conditions as to whether the quotation was required to be furnished on a per-litre basis or with reference to the prescribed packing.
- 9.7. He points out that the bid submitted by Respondent No.5 itself describes the item as "*Liquid Sodium Hypochlorite Solution 5% - 5 Litres*", the quantity mentioned is one container of five litres, and the quoted price is Rs.442.50. The quotation was, therefore, always intended to be for a five-litre pack and never for one litre. Had the quotation been meant as Rs.442.50 per litre, Respondent No.5 could never have hoped to succeed, since such a rate would be far higher than the rate quoted by the petitioner.
- 9.8. Relying upon the decision of the Hon'ble Apex Court in ***Galaxy Transport Agencies v. New***



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J.K. Roadways,⁵ (2021) 16 SCC 808, at paras 14 to 17, he submits that the authority which authors the tender document is the best judge of how the document is to be interpreted, and that, if two interpretations are possible, the interpretation of the author must be accepted unless it is mala fide or perverse.

9.9. Since the entire controversy turns on the tender conditions, it is necessary to first extract the relevant clauses as they have been placed before this Court. Clause 5.3.2 of the tender document reads as under:

5.3.2 *Tenders must submit their quotations item wise i.e., per tablet, litre, capsule, etc. not as per packing size as has been asked appropriately in the tender.*

9.10. Clause 8.1 of the tender document, is reproduced hereunder for easy reference:

8.1 *Tenders must quote for the packing specified against each item in the schedule annexed to the rate-inquiry, as any other packing will not be accepted. Where no pack is specified, tenderer may quote for standard pack which is available in the market.*

9.11. Clause 8.1 requires the tenderer to quote for the packing specified against each item in the schedule annexed to the rate enquiry and further provides that no other packing would be accepted. It also provides that, where no



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packing is specified, the tenderer may quote for the standard pack available in the market.

9.12. Analysing the two clauses, it is clear that they pull in opposite directions. Clause 5.3.2 directs quotation item-wise, that is, per unit of measurement such as a litre, and expressly says "not as per packing size". Clause 8.1, on the other hand, directs quotation "for the packing specified" in the schedule and declares that no other packing would be accepted. For drug code 430, the schedule prescribes a packing of five litres, and the very description of the item in the tender, as seen from the impugned award itself, is "430-Liq Sodium Hypochlorite Solution 5% 5Ltr".

9.13. A bidder reading Clause 5.3.2 alone would quote per litre. A bidder reading Clause 8.1 alone would quote for the five-litre pack, since that is the packing specified. Both readings are possible on the plain words of the tender document. There is, therefore, a genuine ambiguity within the tender document itself. The petitioner's submission that the document admits of only one meaning cannot be accepted, because it requires this Court to



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ignore Clause 8.1 altogether, which is impermissible. A document must be read as a whole, and a construction which gives working room to both clauses is to be preferred over a construction which renders one of them a dead letter.

9.14. The two clauses can be harmonised in the following simple manner: Clause 8.1 governs the packing for which the price is offered and in which supply is to be made, namely, the five-litre pack; Clause 5.3.2 governs the manner in which competing offers are to be compared, namely, on a common item-wise (per-litre) denominator. On such a harmonious reading, a quotation submitted with reference to the prescribed five-litre pack is a valid quotation, and the tendering authority is then to work out the per-litre equivalent for the purpose of comparing it with other bids. That is exactly what has been done in the present case.

9.15. Even if the harmonious construction adopted above were doubted, the matter stands concluded by the law laid down in ***Galaxy Transport Agencies v. New J.K. Roadways***,⁵ relied upon by learned Senior



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Counsel for Respondent No.5. In para 14 thereof, the Hon'ble Supreme Court, extracting para 15 of ***Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818*** held that:

"15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions..."

9.16. Again, in para 16 of ***Galaxy Transport Agencies,⁵*** extracting para 20 of ***Silppi Constructions Contractors v. Union of India, (2020) 16 SCC 489*** it was held that:

"...the authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted."

9.17. In para 17, the Hon'ble Supreme Court set aside the view of the Division Bench which had substituted its own interpretation for that of the tendering authority whose interpretation was not perverse. Para 15 of ***Galaxy Transport Agencies,⁵*** extracting paras 50 to 52 of ***Bharat Coking Coal Ltd. v. AMR Dev***



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Prabha, (2020) 16 SCC 759 is to the same effect, namely, that the High Court ought to defer to the authority's understanding of its own tender clauses unless that understanding is patently perverse or mala fide.

9.18. Applying the said principle, NIMHANS, the author of the tender document, has understood its own document to mean that, for drug code 430, the quotation of Respondent No.5 was referable to the prescribed five-litre pack in terms of Clause 8.1, and that the per-litre equivalent was to be worked out for comparison in terms of Clause 5.3.2. This understanding is not only plausible; in the considered view of this Court, it is the correct harmonious construction. It is certainly not perverse, and no mala fides have been either pleaded or established.

9.19. As regards the pre-bid clarification dated 27.01.2026 relied upon by the petitioner, even taking the petitioner's version at its highest, the clarification only stated that, for products with a package size of one litre or more, rates were required to be quoted per litre. The clarification did not, and could not, delete Clause 8.1 from



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the tender document. In any event, the evaluation in the present case was ultimately carried out on a per-litre basis, Rs.88.50 per litre of Respondent No.5 as against Rs.169.92 per litre of the petitioner, which is fully in line with the said clarification and with Clause 5.3.2.

9.20. This court answers point No.(i) by holding that, on a true and harmonious construction of Clauses 5.3.2 and 8.1 of the tender document, a quotation could validly be submitted with reference to the prescribed five-litre pack, with the per-litre equivalent being worked out for the purpose of comparison. The bidders were not required to quote per litre irrespective of the prescribed packing, and, in any event, the interpretation adopted by the tendering authority, being a plausible interpretation of its own document, is entitled to deference.

10. **Answer to Point No.(ii): Whether the email/clarification submitted by Respondent No.5 after the opening of the financial bids amounted to an impermissible modification or alteration of its financial bid in violation of Clauses 5.3.7, 5.7.1 and 23.2 of the tender conditions, or whether it merely explained the basis of the bid already submitted without altering the quoted price?**



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- 10.1. Sri.Bhargava.D. Bhat., learned counsel for the petitioner, submits that, Clauses 5.3.7, 5.7.1 and 23.2 of the tender document contain an absolute prohibition. No bidder can, at any time and on any ground, claim revision of or modification in the rates quoted; no alterations or modifications to bids can be made after the prescribed time; and no change or alteration on the plea of clerical or typographical error in rates or other terms is permissible under any circumstances.
- 10.2. He submits that the financial bids were opened on 27.04.2026 at 12:37 p.m., and the email of Respondent No.5 was sent thereafter at 4:48 p.m. on the same day. According to him, no clarification relating to the financial bid could either have been sought by the Tender Evaluation Authority or voluntarily furnished by Respondent No.5 after the opening of the financial bids, and even if furnished, it could not have been taken into consideration to the prejudice of the petitioner.
- 10.3. Placing strong reliance on ***Prakash Asphaltings & Toll Highways (India) Ltd. v. Mandeepa Enterprises, (2026) 4 SCC 310,***¹



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in particular paras 16 and 35 thereof, he submits that a post-opening request of a bidder in respect of its financial bid is nothing but an attempt to rectify the bid, and that the power of the tender authority to seek clarification cannot be stretched to permit rectification of quoted rates. Acting upon the email of Respondent No.5, therefore, vitiates the entire evaluation.

- 10.4. Sri. A. Madhusudhan Rao., learned counsel for Respondent Nos.1, 3 and 4, NIMHANS submitted that Respondent No.5 at the highest committed a genuine and bona fide mistake flowing from the inconsistency in the tender document itself. More importantly, he submits that there has been no alteration whatsoever to the rate quoted by Respondent No.5. The quoted price has throughout remained Rs.442.50 for a five-litre pack. The only exercise undertaken by the Tender Evaluation Committee was to ascertain the equivalent per-litre rate by a simple mathematical division, namely, Rs.442.50 divided by five, resulting in a per-litre rate of Rs.88.50.



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10.5. Sri.V.P.Sengottuvel., learned Senior Counsel for Respondent No.5, submitted that the bid of Respondent No.5, as originally submitted, itself describes the item as "Liquid Sodium Hypochlorite Solution 5% – 5 Litres", with the quantity being one container of five litres and the price being Rs.442.50. The email, therefore, did not supply anything new; it only drew attention to what the bid already unmistakably demonstrated. Relying upon ***Omsairam Steels & Alloys (P) Ltd. v. State of Odisha***,⁶ (2024) 9 SCC 697, in particular paras 22, 23, 25 and 29 thereof, he submits that even a genuine and bona fide mistake, promptly pointed out, deserves a pragmatic and equitable approach, and that the present case stands on a still higher footing because nothing in the bid was ever sought to be changed.

10.6. The three clauses relied upon by the learned counsel for petitioner, read as under:

5.3.7. *No bidder shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc. committed by the bidders in the tender forms shall not be considered after opening of the tenders.*



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5.7.1. *The tenderer, will not be allowed to make any alterations/modifications to bids received after the prescribed time period.*

23.2. *No change/ alteration on plea of clerical or typographical error in rates or other terms in the tender will be permitted under any circumstances.*

10.7. Analysing these clauses, all three of them are aimed at one and the same mischief, namely, a bidder changing his bid after it is submitted or opened. Clause 5.3.7 prohibits "*revision of or modification in the rates quoted*"; Clause 5.7.1 prohibits "*alterations/modifications to bids*"; and Clause 23.2 prohibits "*change/alteration... in rates or other terms*". Each clause, on its plain words, is attracted only when the rate or a term of the bid, as originally submitted, is sought to be substituted by something different.

10.8. The decisive question of fact is therefore a short one: did the rate or any term of the bid of Respondent No.5 change? The answer is a resounding - it did not. The quoted price of Respondent No.5 was Rs.442.50 when the bid was submitted; it was Rs.442.50 when the bids were opened at 12:37 p.m. on 27.04.2026; it was Rs.442.50 after the email of 4:48 p.m.; and it remained Rs.442.50 when the Tender



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Evaluation Committee met on 07.05.2026. Not a single figure, word or term of the bid was added, deleted or substituted at any stage.

10.9. Equally important is the fact that the basis of the quotation was apparent on the face of the bid as originally submitted. The bid itself described the item as "*Liquid Sodium Hypochlorite Solution 5% - 5 Litres*" and mentioned the quantity as one container of five litres against the price of Rs.442.50. The email of 27.04.2026, therefore, did not supply any new content to the bid. It only invited attention to what the bid already contained. There is a clear and well-recognised difference between altering a bid and understanding a bid. The tender clauses prohibit the former; they do not, and cannot, prohibit the latter, for the simple reason that every evaluation necessarily involves reading and understanding each bid.

10.10. This is where the present facts are different from that in ***Prakash Asphaltings & Toll Highways (India) Ltd.***¹. In para 16 of that decision, the Hon'ble Supreme Court recorded that Mandeepa Enterprises, after the opening of bids, requested "to treat the figure of Rs



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9,72,999.00 as a typographical error" and that "the figure offered by Respondent 1 should be read as 1,06,54,33,905.00". That was a plain request to substitute one figure by a totally different figure, more than a thousand times larger. In para 35, the Hon'ble Supreme Court held that the power to seek clarification "cannot be interpreted so broadly as to include rectification of the BOQ rates", which was in any event barred by the absolute embargo in Clause 4(g) of that tender against any change in the template of the BOQ. In the present case, no rectification of any rate was sought or made; the figure of Rs.442.50 was never asked to be read as any other figure. The principle in paras 16 and 35 of ***Prakash Asphaltings***,¹ therefore, is simply not attracted on facts.

10.11. There is a further distinction. In para 37 of ***Prakash Asphaltings***,¹ the Hon'ble Supreme Court noticed that the bidder there had filled up the amount in figures and in words as Rs.9,72,999/- "for 1095 days", so that the bid, on its own face, contradicted the later explanation that the amount was a per-day rate. In the present case, the position is exactly



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the reverse: the bid of Respondent No.5, on its own face, corroborates the explanation, because the item description and quantity in the bid itself refer to a five-litre pack. Where the bid document itself demonstrates the basis of the quotation, the tendering authority does not travel outside the bid at all in adopting that basis.

10.12. Consequently, even if the email dated 27.04.2026 were completely ignored, the result would be the same. The Tender Evaluation Committee, while comparing the bids on a per-litre basis as required by Clause 5.3.2, would in any event have had to decide, from the bid documents themselves, whether the figure of Rs.442.50 was referable to one litre or to the prescribed five-litre pack; and the answer would have flowed from Clause 8.1 read with the description in the bid. The email, therefore, made no material difference to the outcome, and no prejudice can be said to have been caused to the petitioner by its mere receipt.

10.13. The reliance placed by learned Senior Counsel for Respondent No.5 on paras 22, 23, 25 and 29 of ***Omsairam Steels & Alloys (P) Ltd.***⁶



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also supports this conclusion, though the present case is a stronger one. In para 23 thereof, the Hon'ble Supreme Court observed that *"not every small mistake must be perceived through the lens of a magnifying glass and blown up unreasonably"* and that the principles of proportionality, reasonableness and equity demand that a genuine grievance be heard. In para 25, the Hon'ble Supreme Court quoted with approval the passage from ***American Jurisprudence***, earlier noticed in ***W.B. SEB v. Patel Engg. Co. Ltd., (2001) 2 SCC 451*** that equitable relief may be granted to a bidder who has made a material mistake of fact and who acts promptly on its discovery. In para 29, prompt action of the bidder in informing the authority was held to be a relevant circumstance. Here, Respondent No.5 wrote within hours on the very day of opening; but, more fundamentally, it did not even need equitable relief, because its bid required no correction at all.

10.14. This court answers point No.(ii) by holding that the email dated 27.04.2026 of Respondent No.5 did not amount to a modification or



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alteration of its financial bid; it merely explained the basis of the bid already submitted, which basis was in any event evident from the bid itself, without altering the quoted price. There is, therefore, no violation of Clauses 5.3.7, 5.7.1 and 23.2 of the tender conditions.

11. **Answer to Point No.(iii): Whether the action of the Tender Evaluation Committee in treating Respondent No.5's quotation of Rs.442.50 as the price for a five-litre pack and determining the equivalent per-litre rate for the purpose of financial evaluation is arbitrary, irrational, contrary to the tender conditions or otherwise liable to be interfered with under Article 226 of the Constitution of India?**

11.1. Sri.Bhargava.D. Bhat., learned counsel for the petitioner, submits that, once the financial bids were opened and the petitioner was declared the L1 bidder, the contract ought to have been awarded to the petitioner. The Tender Evaluation Committee, by acting upon the post-opening email of Respondent No.5 in its meeting held on 07.05.2026 and directing that Respondent No.5 be treated as the L1 bidder, has deprived the petitioner of the award of the



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contract in an arbitrary manner and contrary to the tender conditions.

11.2. Relying upon para 49 of ***Prakash Asphaltings & Toll Highways (India) Ltd.,***¹ he submits that public interest in tender matters is not confined to securing higher revenue or lower cost; adherence to the rules and conditions of the tender and the sanctity of the tender process are paramount and must be maintained at all cost. Relying on para 38.1 thereof, which refers to ***W.B. SEB v. Patel Engg. Co. Ltd., (2001) 2 SCC 451*** he submits that competitive bidding eliminates favouritism only if the rules of the game are strictly followed.

11.3. Sri. A. Madhusudhan Rao., learned counsel for Respondent Nos.1, 3 and 4, submits that the Tender Evaluation Committee, consisting of nineteen experts, examined the issue in detail in its meeting held on 07.05.2026 and unanimously concluded that Respondent No.5 ought to be treated as the L1 bidder. Such an expert and unanimous decision deserves considerable deference.

11.4. He submits that NIMHANS, as the procuring authority, is duty-bound to safeguard public



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funds. The estimated requirement is 86,150 units during the contract period. At the rate quoted by Respondent No.5, the total expenditure would be approximately Rs.3,23,06,250/-. If the petitioner's rate of Rs.169.92 per litre is applied, the price reckoned for five litres and multiplied by the required quantity would amount to Rs.7,31,93,040/-, resulting in an additional and avoidable financial burden of Rs.4,08,86,790/- upon NIMHANS. Such an avoidable expenditure over two years would be contrary to public interest and would ultimately fall upon the patients of a premier public healthcare institution, who would have to be billed accordingly.

11.5. He relies upon ***Steag Energy Services (India) (P) Ltd. v. GSPC Pipavav Power Co. Ltd.,² 2026 SCC OnLine SC 478***, in particular paras 19, 20, 24 and 26 thereof, to submit that interference is permissible only where the decision-making process is mala fide, intended to favour someone, or so arbitrary and irrational that no responsible authority could have reached it; that judicial review is confined



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to checking arbitrariness and mala fides in the evaluation; that the Court cannot lose sight of the needs and requirements of the owner; and that the final choice is of the owner, who is entitled to necessary flexibility and pragmatism.

11.6. He also relies upon ***Conservator of Forest v. Suresh Mathew***,³ in particular paras 16 and 17 thereof, which extract ***Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517*** and ***State of Orissa v. Harinarayan Jaiswal, (3 ((1972) 2 SCC 36: AIR 1972 SC 1816)*** to submit that judicial review tests only whether the decision is made lawfully and not whether it is sound; that even a procedural aberration, an error in assessment or prejudice to a tenderer does not justify interference if the decision is bona fide and in public interest; and that, while accepting or rejecting a bid, the Government performs an executive function whose correctness is not open to judicial review.

11.7. Sri.V.P. Sengottuvel., learned Senior Counsel for Respondent No.5, submits that the Tender Evaluation Committee rightly interpreted the quotation of Respondent No.5 as being for a five-litre pack and merely determined the



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equivalent per-litre rate for the purpose of comparison. Relying upon paras 10, 13, 22 and 23 of ***N.G. Projects Ltd. v. Vinod Kumar Jain***,⁷ (2022) 6 SCC 127, he submits that the satisfaction whether a bidder satisfies the tender conditions is primarily that of the authority inviting the bids; that the Court should not find fault with a magnifying glass in hand; and that the Court should examine only whether the decision-making process complied with the procedure contemplated by the tender conditions.

11.8. He further relies on paras 55 to 57 of ***Tata Motors Ltd. v. Brihan Mumbai Electric Supply & Transport Undertaking***,⁴ (2023) 19 SCC 1, to submit that a writ court should refrain from imposing its own decision over that of the employer unless something very gross or palpable is pointed out, and that the financial implications on the public exchequer are a guiding factor which the Court must keep in mind.

11.9. The standard against which the action of the Tender Evaluation Committee must be tested is well settled and is found in the very authorities



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cited at the Bar. In para 16 of ***Conservator of Forest v. Suresh Mathew***,³ the Hon'ble Supreme Court extracted para 22 of ***Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517*** the relevant portion of which reads:

"Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made 'lawfully' and not to check whether choice or decision is 'sound'... If the decision relating to award of contract is bonafide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out..."

11.10. The two questions to be answered by the Court before interfering in a tender matter are:

11.10.1. Whether the process adopted or decision made by the authority is mala fide or intended to favour someone, or is so arbitrary and irrational that no responsible authority acting reasonably and in accordance with the relevant law could have reached it; and

11.10.2. Whether public interest is affected.



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11.11. If the answers are in the negative, there should be no interference in exercise of Writ Jurisdiction. Similarly, para 10 of ***N.G. Projects Ltd.,⁷*** extracting paras 70, 77 and 94 of ***Tata Cellular v. Union of India, (1994) 6 SCC 651***, holds that the duty of the Court is to confine itself to the question of legality, illegality, irrationality and procedural impropriety and that a Constitutional Court does not sit as a court of appeal but merely reviews the manner in which the decision was made.

11.12. Testing the impugned action on the first question: there is no pleading, much less any proof, of mala fides or of any intention to favour Respondent No.5. No personal allegation is made against any member of the Tender Evaluation Committee. The Committee consisted of nineteen experts and its decision of 07.05.2026 was unanimous. As held in para 22 of ***N.G. Projects Ltd.,⁷*** the satisfaction as to whether a bidder satisfies the tender conditions is primarily that of the authority inviting the bids, and on the same set of facts different conclusions can be arrived at in a bona fide



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manner; a decision does not warrant interference merely because it is not to the liking of an unsuccessful bidder or for that matter a bidder has become unsuccessful.

11.13. On the question of arbitrariness or irrationality, the action of the Committee, far from being irrational, is completely rational.

11.13.1. First, it is supported by Clause 8.1, which prescribed the five-litre packing.

11.13.2. Secondly, it is supported by the bid of Respondent No.5 itself, which described the item and quantity as one container of five litres.

11.13.3. Thirdly, it is supported by plain commercial common sense: the petitioner's own price for five litres works out to Rs.849.60 ($\text{Rs.169.92} \times 5$); to read Respondent No.5's figure of Rs.442.50 as a per-litre rate would mean a price of Rs.2,212.50 for five litres, which no bidder hoping to compete would ever quote. A construction leading to such an absurd commercial result was rightly rejected by the Committee.



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- 11.13.4. Fourthly, the division of the pack price by the pack size ($\text{Rs.}442.50 \div 5 = \text{Rs.}88.50$) is a neutral arithmetical exercise necessary to bring all bids to the common per-litre denominator which Clause 5.3.2 itself mandates; it neither adds to nor subtracts from any bid.
- 11.14. On the second question, namely public interest, the figures speak for themselves. As per the computation placed on record by NIMHANS, acceptance of the petitioner's bid would entail an expenditure of about Rs.7,31,93,040/- as against about Rs.3,23,06,250/- at the rate of Respondent No.5, an additional burden of Rs.4,08,86,790/- of public money over the contract period, ultimately to be borne by the patients of a public hospital.
- 11.15. Upon the Court enquiring whether the petitioner was willing to match the price bid submitted by Respondent No. 5, learned counsel for the petitioner, on instructions, submitted that matching the said bid would not be commercially viable and, in fact, was commercially impossible. In view of this unequivocal statement, NIMHANS cannot be



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deprived of the benefit of the competitive bid offered by Respondent No. 5. At the same time, NIMHANS is cautioned that the price quoted by Respondent No. 5 shall not be increased, nor shall any increase be permitted, for any reason whatsoever. Respondent No. 5 shall remain bound to supply "*Liquid Sodium Hypochlorite Solution 5% - 5 Litres*" strictly at the price quoted in its bid namely Rs.442.50.

11.16. In para 24 of ***Steag Energy Services (India) (P) Ltd.***,² the Hon'ble Supreme Court reminded courts not to lose sight of the needs and requirements of the owner, and in para 26 held that the final choice is of the owner, who must be allowed necessary flexibility and pragmatism, and that constitutional courts should not exercise jurisdiction to pre-empt executive action. Paras 19 and 20 of the same decision, extracting ***Afcons Infrastructure Ltd., (2016) 16 SCC 818*** and ***Montecarlo Ltd. v. NTPC Ltd., (2016) 15 SCC 272*** reiterate that the threshold of mala fides, favouritism, arbitrariness or perversity must be met, and that where a decision is manifestly in consonance with the language of the tender



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document or subserves the purpose of the tender, the Court should follow the principle of restraint.

11.17. The decision of the Committee accords with the tender document and subserves its purpose. The same caution appears in para 22 of ***Omsairam Steels & Alloys (P) Ltd.,⁶*** which extracts para 19 of ***Silppi Constructions Contractors v. Union of India, (2020) 16 SCC 489*** to the effect that courts must not use a magnifying glass while scanning tenders so as to make every small mistake appear like a big blunder, must give "fair play in the joints" to the Government and public sector undertakings, and must not interfere where such interference will cause unnecessary loss to the public exchequer, all three of which considerations apply here in favour of the impugned decision.

11.18. The extract of ***State of Orissa v. Harinarayan Jaiswal (3 ((1972) 2 SCC 36: AIR 1972 SC 1816)*** in para 17 of ***Conservator of Forest v. Suresh Mathew³*** puts the matter beyond doubt: the Government is the guardian of the finances of the State, and while accepting or



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rejecting a bid it performs an executive function whose correctness is not open to judicial review.

11.19. NIMHANS, an Institute of National Importance funded from public money, stands on the same footing as the guardian of the funds entrusted to it.

11.20. The petitioner's reliance on paras 38.1 and 49 of ***Prakash Asphaltings***¹ on the sanctity of the tender process does not carry the matter further. Those paragraphs hold that adherence to the rules and conditions of the tender is as important as revenue to the exchequer. This Court respectfully applies that principle; but, as found under Point No.(ii), no rule or condition of the present tender was departed from, since no rate was revised and no bid was altered. Where the conditions are adhered to, the sanctity of the process is maintained, not breached. In the present case, both considerations, adherence to conditions and protection of the exchequer, support the decision taken by the Committee.

11.21. This court answers point No.(iii) by holding that the action of the Tender Evaluation Committee



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in treating Respondent No.5's quotation of Rs.442.50 as the price for a five-litre pack and determining the equivalent per-litre rate of Rs.88.50 for financial evaluation is neither arbitrary nor irrational, is not contrary to the tender conditions, and is not liable to be interfered in exercise of Writ Jurisdiction of this Court.

12. **Answer to point No.(iv): Whether the principles laid down by the Hon'ble Supreme Court in *Prakash Asphaltings & Toll Highways (India) Ltd. v. Mandeepa Enterprises*¹ are attracted to the facts of the present case, or whether the present case is governed by the principles of judicial restraint and deference to the interpretation adopted by the tendering authority as enunciated in *Steag Energy Services (India) (P) Ltd.*,² *Galaxy Transport Agencies*,⁵ *Tata Motors Ltd.*,⁴ *Omsairam Steels & Alloys (P) Ltd.*⁶ and *N.G. Projects Ltd.*⁷?**

- 12.1. Sri.Bhargava.D. Bhat., learned counsel for the petitioner, submits that the decision in ***Prakash Asphaltings & Toll Highways (India) Ltd. v. Mandeepa Enterprises*¹** applies in full force. He relies on paras 8, 9, 14, 16, 35, 37, 38.1 and 49 thereof. According to him, in that case the bidder sought multiplication of its quoted figure by 1095 to arrive at the total bid value;



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in the present case, Respondent No.5's figure of Rs.442.50 has been divided by five to arrive at the per-litre rate. Multiplication or division, the underlying principle is identical, once the financial bids are opened and become public, no request by any bidder seeking clarification or correction of the financial bid can be entertained, and no post-bid clarification affecting the quoted financial bid can be permitted. The re-ranking of Respondent No.5 as L1 must therefore be set aside.

12.2. Sri.A.Madhusudhan Rao., learned counsel for Respondent Nos.1, 3 and 4, NIMHANS, submits that ***Prakash Asphaltings¹*** is clearly distinguishable on facts, and that the present case is governed by the principles of judicial restraint and deference laid down in ***Steag Energy Services (India) (P) Ltd.²*** (paras 19, 20, 24 and 26) and ***Conservator of Forest v. Suresh Mathew³*** (paras 16 and 17), under which the choice of the successful bidder rests with the procuring authority, which is entitled to necessary flexibility and pragmatism, and the doctrine of "free play in the joints" applies.



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- 12.3. Sri.V.P.Sengottuvel., learned Senior Counsel for Respondent No.5, submits that the present case falls squarely within the principles of ***Galaxy Transport Agencies***⁵ (paras 14 to 17, deference to the author's interpretation), ***Tata Motors Ltd.***⁴ (paras 55 to 57, no interference unless something gross or palpable is shown, and financial implications to the exchequer are a guiding factor), ***Omsairam Steels & Alloys (P) Ltd.***⁶ (paras 22, 23, 25 and 29, no magnifying glass; proportionality, reasonableness and equity; prompt bona fide conduct) and ***N.G. Projects Ltd.***⁷ (paras 10, 13, 22 and 23, limited judicial review; the Technical Evaluation Committee's bona fide satisfaction; even in case of irregularity, damages and not injunction of the contract).
- 12.4. This Court has carefully considered each of the paragraphs of ***Prakash Asphaltings & Toll Highways (India) Ltd.***¹ relied upon by learned counsel for the petitioner, and finds that each of them is distinguishable, as set out hereunder.
- 12.5. Paras 8 and 9 of ***Prakash Asphaltings***¹ set out the tender scheme in that case: rates were



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to be quoted both in words and figures in the specific BOQ format, and Clause 4(g) contained an absolute embargo "Any change in template of BOQ will not be accepted under any circumstances." The present tender contains no comparable clause treating the reading of a pack-based quotation as a forbidden change; on the contrary, Clause 8.1 of the present tender affirmatively requires quotation for the packing specified in the schedule. The very structure of the two tenders is therefore different.

12.6. Paras 14 and 16 of ***Prakash Asphaltings***¹ record the facts of that case: on opening, Mandeepa Enterprises stood lowest at Rs.9,72,999/-, and thereafter, by email and affidavit, requested that this figure be treated as a typographical error and be read as Rs.1,06,54,33,905/-, i.e., a substitution of the quoted figure by another figure more than a thousand times higher, which would convert the lowest bidder into the highest. In the present case, no figure was ever sought to be substituted; Rs.442.50 remained Rs.442.50 throughout.



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12.7. Para 35 of ***Prakash Asphaltings***¹ holds that the clarification power of the tender authority cannot be stretched to permit "rectification of the BOQ rates". The principle is that clarification cannot become a vehicle for rectification. That principle is respectfully accepted, and it is precisely because no rectification of any rate took place in the present case that the principle is not attracted. Determining the per-litre equivalent of a pack-based quotation for the purpose of comparison is evaluation, not rectification.

12.8. Para 37 of ***Prakash Asphaltings***¹ demonstrates why the explanation of the bidder there was disbelieved, the bidder had itself filled the amount, in figures and in words, "for 1095 days", so that the bid contradicted the later explanation of a per-day rate. In the present case, as already held, the bid of Respondent No.5 corroborates, and does not contradict, the pack-based understanding, because the bid itself describes the item as five litres and the quantity as one container of five litres. The factual foundation on which para 37 rests is absent here.



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12.9. Paras 38.1 and 49 of ***Prakash Asphaltings***¹ state the enduring principles that adherence to the rules and conditions of the tender is itself in public interest, and that the sanctity of the tender process is paramount. In the present case, no condition of the tender was breached. These paragraphs, therefore, do not assist the petitioner.

12.10. The petitioner's submission that multiplication and division stand on the same footing is attractive at first blush but does not survive scrutiny. In ***Prakash Asphaltings***,¹ the multiplication was sought by the bidder in order to change the amount of its own offer after the bids became public. In the present case, the division was performed by the evaluating authority, not to change any offer, but to compare two offers expressed with reference to different units, one per litre and one per five-litre pack, on the common denominator which Clause 5.3.2 itself prescribes. The first is an alteration of a bid; the second is an evaluation of bids. The two operations are different in nature, not merely in arithmetic.



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12.11. On the other side, the principles in the decisions cited by the respondents squarely apply. ***Galaxy Transport Agencies***⁵ (paras 14 to 17) applies because the case turns on the interpretation of the tendering authority's own document, and that interpretation is plausible, ***Steag Energy Services (India) (P) Ltd.***² (paras 19, 20, 24 and 26) and ***Conservator of Forest v. Suresh Mathew***³ (paras 16 and 17) apply because the decision-making process is free from mala fides, favouritism, arbitrariness and perversity, and public interest supports the decision. ***Tata Motors Ltd.***⁴ (paras 55 to 57) applies because nothing gross or palpable is shown, and interference would burden the public exchequer. ***Omsairam Steels & Alloys (P) Ltd.***⁶ (paras 22, 23, 25 and 29) applies because the Court is not to use a magnifying glass to convert, at the highest, an innocuous manner of quoting, induced by the tender document itself, into a fatal defect; the conduct of Respondent No.5 was prompt and bona fide, and, unlike the bidder in ***Omsairam***,⁶ it did not even require any rectification. ***N.G. Projects Ltd.***⁷ (paras 10, 13, 22 and 23) applies because the bona fide satisfaction of the expert



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Tender Evaluation Committee on the tender conditions is primarily its own, and the Court does not sit in appeal over it.

12.12. This court answers Point No.(iv) by holding that the principles laid down in ***Prakash Asphaltings & Toll Highways (India) Ltd. v. Mandeepa Enterprises***¹ are not attracted to the facts of the present case, which is instead governed by the principles of judicial restraint and deference to the tendering authority's interpretation enunciated in ***Steag Energy Services (India) (P) Ltd.***,² ***Galaxy Transport Agencies***,⁵ ***Tata Motors Ltd.***,⁴ ***Omsairam Steels & Alloys (P) Ltd.***⁶ and ***N.G. Projects Ltd.***⁷

13. **Answer to Point No.(v): Whether the impugned decision dated 04.06.2026 declaring Respondent No.5 as the L1 bidder and placing the petitioner at L2 calls for interference in exercise of the extraordinary jurisdiction of this Court under Articles 226 and 227 of the Constitution of India?**

13.1. Sri.Bhargava.D.Bhat., learned counsel for the petitioner, submits that, for the reasons urged under the earlier points, the impugned award of contract/acceptance of bids dated 04.06.2026,



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bearing No.NIMH/HSS/PU-1(DRUGS)2026-27/21, insofar as it pertains to drug code 430, is contrary to the tender conditions and the law laid down by the Hon'ble Supreme Court, and is liable to be quashed by a writ of certiorari. He further seeks a mandamus directing the respondents to re-evaluate the bids for drug code 430 on a per-litre basis as mandated by Clause 5.3.2 and to declare the petitioner as the L1 bidder and issue the rate contract/work order in its favour.

13.2. Sri. A. Madhusudhan Rao., learned counsel for Respondent Nos.1, 3 and 4, submits that the decision of NIMHANS to treat Respondent No.5 as the L1 bidder was taken bona fide, in public interest, and with due regard to the financial implications of the procurement. The impugned decision neither suffers from arbitrariness nor violates any provision of the tender conditions. The writ petition is, therefore, devoid of merit and liable to be dismissed.

13.3. Sri.V.P. Sengottuvel., learned Senior Counsel for Respondent No.5, submits that the interests of the procuring authority are fully protected by the award of the contract to Respondent No.5,



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which is capable of supplying the very same product at a significantly lower cost. Public interest requires that the financial interests of the procuring authority and the public exchequer be protected. Since the decision of the Tender Evaluation Committee is neither arbitrary nor contrary to the tender conditions, no ground is made out warranting interference under Article 226, and the writ petition deserves dismissal.

- 13.4. The answer to this point flows directly from the cumulative effect of the findings on Points Nos.(i) to (iv). Under Point No.(i), the quotation of Respondent No.5 with reference to the prescribed five-litre pack was a valid quotation on a harmonious construction of Clauses 5.3.2 and 8.1, and the tendering authority's interpretation of its own document is, in any event, a plausible one. Under Point No.(ii), no term or rate of any bid was altered, and Clauses 5.3.7, 5.7.1 and 23.2 were not violated. Under Point No.(iii), the decision of the Tender Evaluation Committee is bona fide, rational, in conformity with the tender conditions and in public interest. Under Point



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No.(iv), the decision in **Prakash Asphaltings¹** does not apply, and the governing principles are those of restraint and deference. On these findings, none of the grounds on which a writ of certiorari can issue, illegality, irrationality or procedural impropriety, as summarised in the extract of ***Tata Cellular v. Union of India, (1994) 6 SCC 651*** in para 10 of ***N.G. Projects Ltd.,⁷*** exists.

13.5. There is an additional and independent reason. The petitioner's claim proceeds on the footing that, upon the opening of the financial bids, it acquired a vested right as the L1 bidder. That is a misconception. The identification of L1 upon opening is only a step in the process of evaluation; it is not the award of the contract. Until the evaluation is completed and the contract awarded, the ranking remains provisional and subject to lawful scrutiny by the Tender Evaluation Committee. Correction of a provisional ranking in the course of a lawful evaluation cannot, by itself, cannot be a ground of challenge. As the extract of ***Tata Cellular (1994) 6 SCC 651*** in para 10 of ***N.G. Projects Ltd.⁷*** notes, the right to refuse the



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lowest or any other tender is always available to the Government, subject only to Article 14, and there can be no breach of Article 14 where the Government tries to get the best quotation, as NIMHANS has done here.

13.6. The second relief sought, a mandamus to declare the petitioner as L1 and to issue the rate contract in its favour, cannot be granted for a further reason. Granting it would require this Court itself to evaluate the bids and to substitute its own commercial decision for that of the nineteen-member expert committee. That is precisely what para 20 of ***Steag Energy Services (India) (P) Ltd.***² (extracting ***Montecarlo Ltd. v. NTPC Ltd., (2016) 15 SCC 272***) and paras 13 and 23 of ***N.G. Projects Ltd.***⁷ forbid: the Court does not sit as a court of appeal, technical evaluation or comparison by the Court is impermissible, and the Court must not impose its decision over that of the employer. A writ court exercises judicial review, not merits review, and cannot re-do the evaluation.

13.7. Interference would also be contrary to public interest in the monetary sense. As held under



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Point No.(iii), setting aside the award and directing the contract to the petitioner would burden NIMHANS, and ultimately its patients, with an additional expenditure of about Rs.4,08,86,790/-. Para 55 of ***Tata Motors Ltd.***⁴ enjoins that the financial burden on the public exchequer should be one of the guiding factors, and para 56 thereof (referring to ***Air India Ltd. v. Cochin International Airport Ltd. (2000) 2 SCC 617***) holds that even where some defect is found in the decision-making process, the Court should interfere only when overwhelming public interest requires it, and not merely on the making out of a legal point. Para 57 of ***Tata Motors Ltd.***⁴ ***reiterating Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517*** further holds that evaluation of tenders and award of contracts are essentially commercial functions, that principles of equity and natural justice stay at a distance in such matters, and that courts will not interfere where the decision is bona fide and in public interest, even if a procedural aberration, an error in assessment or prejudice to a tenderer is made out, which is the very test already applied under Point No.(iii). Far



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from overwhelming public interest requiring interference, public interest here firmly requires that the award in favour of Respondent No.5 be left undisturbed.

13.8. Para 23 of ***N.G. Projects Ltd.***⁷ goes a step further and observes that, even where some fault is found, the Court should ordinarily relegate the aggrieved party to damages rather than injunct or upset the contract, since interference leads to additional costs on the State and is against public interest. In the present case, no fault having been found at all, the question of any relief, including damages, does not arise.

13.9. The extract of ***Jagdish Mandal v. State of Orissa (2007) 14 SCC 517*** in para 16 of ***Conservator of Forest v. Suresh Mathew***³ also cautions that attempts by unsuccessful tenderers, with wounded pride and business rivalry, to make mountains out of molehills of some technical or procedural point should be resisted, and that the power of judicial review will not be invoked to protect private interest at the cost of public interest. Without attributing any improper motive to the petitioner, the



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substance of its case is the protection of its private commercial interest in securing the contract at a price nearly double that of Respondent No.5. Such a private interest cannot prevail over the public interest identified above.

13.10. This Court answers Point No. (v) by holding that the impugned decision dated 04.06.2026 declaring Respondent No.5 as the L1 bidder and placing the petitioner at L2 does not call for any interference in exercise of the extraordinary jurisdiction of this Court under Articles 226 and 227 of the Constitution of India.

14. **Answer to Point No.(vi): What Order?**

14.1. In view of the findings recorded on Points Nos.(i) to (v), this Court passes the following

ORDER

- i. The Writ Petition is ***dismissed***.
- ii. The impugned award of contract/acceptance of bids dated 04.06.2026, bearing No.NIMH/HSS/PU-1(DRUGS)2026-27/21, insofar as it pertains to drug code 430-Liq Sodium Hypochlorite Solution 5% 5Ltr, placing



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Respondent No.5 at L1 and the petitioner at L2, is upheld.

- iii. Any interim order subsisting shall stand vacated, and all pending interlocutory applications, if any, shall stand disposed of.

Sd/-
(SURAJ GOVINDARAJ)
JUDGE

SR
List No.: 2 Sl No.: 1