

***THE HONOURABLE SRI JUSTICE P.NAVEEN RAO**

+WRIT PETITION NO.29775 OF 2018

%15.11.2018

M/s Bhavani Constructions,
16/II, 383, Near Vijaya Mahal, Nellore,
Rep.by its Managing Partner, D.Pankaj Reddy,
s/o. Rami Reddy, Aged about 44 years,
r/o. Nellore, SPSR Nellore district.

...Petitioner

Vs.

\$ State of Andhra Pradesh, Industries and
Commerce Department, Secretariat,
Velagapudi, Amaravathi, Guntur district,
rep.by its Principal Secretary and two others.

...Respondents

!Counsel for the petitioner(s) : Sri O.Manohar Reddy

Counsel for the Respondent(s) : Govt.Pleader for Industries &
Commerce (AP) for respondent
no.1;
Smt. A.Jauyanthi, standing
counsel for APIIC for
respondents 2 and 3

<Gist :

>Head Note:

? Cases referred:

(2003) 4 SCC 289
(2007) 4 SCC 737
(2011) 13 SCC 167
(2012) 8 SCC 216
(1997) 1 SCC 738
(2006) 10 SCC 1
AIR 2004 SC 1962

**IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH**

WRIT PETITION No. 29775 OF 2018

Between:

M/s Bhavani Constructions,
16/II, 383, Near Vijaya Mahal, Nellore,
Rep.by its Managing Partner, D.Pankaj Reddy,
s/o. Rami Reddy, Aged about 44 years,
r/o. Nellore, SPSR Nellore district.

.....Petitioner

and

State of Andhra Pradesh, Industries and
Commerce Department, Secretariat,
Velagapudi, Amaravathi, Guntur district,
rep.by its Principal Secretary and two others.

.....Respondents

JUDGMENT PRONOUNCED ON : 15.11.2018

THE HON'BLE SRI JUSTICE P.NAVEEN RAO

1. Whether Reporters of Local Newspapers may : YES
be allowed to see the Judgments ? :
2. Whether the copies of judgment may be marked :
to Law Reporters/Journals : YES
3. Whether Their Ladyship/Lordship wish to :
see fair Copy of the Judgment ? :NO

HONOURABLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION NO.29775 OF 2018

ORDER:-

Andhra Pradesh Industrial Infrastructure Corporation Limited floated tender for providing internal infrastructure in processing and non-processing areas at EMC-2, near Tirupati in Chittoor district. The Estimated Contract Value (ECV) initially fixed at 63,52,20,365.00. Subsequently, the ECV is reduced to 5192.80 lakhs. Petitioner claims to be executing infrastructural works. Petitioner is aggrieved by the eligibility condition requiring a prospective bidder to have executed works of similar nature, "each of value of not less than 50% of ECV" incorporated in bid document.

2. The relevant clause reads as under:

"a) Evidence of satisfactorily completed, as prime contractor, single similar work of value not less than 3461.87 lakhs. In case of group of works, value of each work shall not be less than 50% of ECV (Min two works) in any one year in the last 5 (five) years not earlier than April, 2013. The experience certificates shall be issued by an officer of Government Department/undertaking of the concerned work not below the rank of Executive Engineer or equivalent and countersigned by the Superintending Engineer or equivalent."

3. Consequent to reduction of ECV, the value of single similar work experience is mentioned as 3461.87 lakhs and value of two similar works is mentioned as 2596.40 lakhs, aggregating 5192.80 lakhs, which is equivalent to ECV.

4. On 23.08.2018, when the matter was taken up for consideration, learned standing counsel representing APIIC informed the Court that tenders would not be finalized for a period of one week. The said statement was taken on record and matter was adjourned. Said undertaking was further extended. Counter-affidavit and I.A.No.3 of 2018 to vacate the interim order are filed.

5. When the matter is taken up at the interlocutory stage, learned counsel for petitioner as well as learned standing counsel agreed for final disposal of the writ petition.

6. Heard Sri O.Manohar Reddy, learned counsel for petitioner and Smt. A.Jayanthi, learned standing counsel for APIIC.

7. According to learned counsel for petitioner, said clause is arbitrary and contrary to the tender conditions. As prime contractor when a prospective bidder is made eligible if he has executed one work in any one year in the last five financial years of the value of not less than Rs. 3461.87 lakhs, there is no justification in asking the prospective bidder to have executed two works with aggregated value equivalent to the ECV; it amounts to arbitrary fixation of eligibility. He would submit that whether it is one work or two works, the value of work executed should be same. He would submit that there is no rational in prescribing such condition and making a distinction between the single work and group of works. But for this condition, petitioner satisfied the eligibility criteria and entitled to participate in the tender process.

7.2. He would further submit that no such condition was imposed in the earlier contracts. According to learned counsel, the

Chief Engineer (North) floated tender on 20.06.2018 for construction of integrated administrative building for ANGRAU at LAM, Guntur. The ECV was 74,74,08,1685/-. In the tender condition what was required was to have an experience of completing single similar nature of work i.e., high rise building of more than five floors, each of value not less than 2989.63 lakhs in any one year during the last five years. He would submit that single similar work requirement was less than 50% of ECV and no restriction was imposed if two works are undertaken asking cumulative value of work equivalent to ECV and, therefore, there is no justification to impose such condition in the present tender notification.

7.3. He would further submit that, Government notified tender procedures and registration of contractors vide G.O.Ms.No.94 Irrigation and CAD (PW-COD) Department, dated 01.07.2003 and the same are in force. According to paragraph-10(b) of the said G.O., under the caption "Qualification Criteria", it requires the competent authority to prescribe condition of similar work for value not less than _ /-, usually not less than 50% of ECV. According to these guidelines, the eligibility criteria of executing works of similar nature, need not be of value of more than 50% of ECV. These guidelines are binding on the respondents, whereas present condition is contrary to those guidelines and liable to be set aside on this ground also.

8.1. *Per contra*, according to learned standing counsel, whenever a contract is floated to assess eligibility of the prospective bidder, formula is evolved to determine similar work experience. The

formula is "ECV X 0.50 X 12/N". In other words, the ECV and period of execution of work are two parameters to determine the similar work experience. If a contractor has executed the work of similar nature in three months, his experience is twice the value; if it is executed in six months, it would be the same and as the number of months increases, the value comes down. By adopting the said principle, the eligibility criteria is prescribed.

8.2. According to learned standing counsel, the formula mentioned above has been adopted by the Corporation in all tender notifications and said condition is accepted by the prospective bidders, participated in the tender process and contracts were awarded only to those persons, who fulfilled the eligibility. Petitioner is also aware of this clause; has participated in the tenders floated by the Corporation since the year 2015 and was awarded two works on fulfilling the eligibility criteria, as above.

8.3. She would further submit that there is no violation of guidelines formulated in G.O.Ms.No.94, dated 01.07.2003. Learned standing counsel would point out that corrigendum was issued on 25.08.2018 amending tender conditions. Clause-14(a) was amended showing requirement of single similar work experience and group of works executed.

8.4. With reference to the contention of learned counsel for petitioner that in the tender floated by Chief Engineer (North), the eligibility criteria was shown far less than 50%, she would submit that a reading of terms of that contract would show that the group of works clause was not incorporated in the said tender and, therefore, there is no comparison.

8.5. She would submit that the work now floated is time bound work and is for creation of infrastructure for setting up of Greenfield Electronics Manufacturing Cluster (EMC). Therefore, the track record of the prospective bidder is necessary to ensure that bidder would comply within the time schedule and complete the work in an effective and efficient manner and, therefore, the previous experience is relevant and important criteria to assess the suitability of prospective bidder. She would further submit that infrastructure for Greenfield Electronics Manufacturing Cluster at Vikruthamala village in Chitoor district has to be implemented within 30 months from the date of final approval i.e., 02.08.2017 and as per the agreed milestone, basic infrastructure and essential services were to be completed by this time. After obtaining environmental clearance, the project is taken up and any further delay in completing development works would result in non-utilization of the grant-in-aid given by the Government of India, and may have serious impact on the project itself. She would therefore urge to permit the Corporation to finalise tender process as per the tender conditions.

9. The only issue for consideration is whether if single similar work of value not less than 3461.87 lakhs is not executed by a prospective bidder requiring him to have executed group of works, value of each work being not less than 50% of ECV in any one year in the last five years as a precondition to participate in the bid process is illegal?

10. The basic facts are not in dispute. The stand of respondent-Corporation that petitioner was entrusted two contracts earlier of

similar nature, where similar condition was imposed and petitioner was aware of the condition imposed, is not disputed. If the clause in issue is implemented, petitioner is not eligible to participate in the tender process.

11. Vide G.O.Ms.No.94, I&CAD (PWW) Department dated 01.07.2003, Government notified orders on tender procedure and registration of contractors. Paragraph-10 of Annexure-I deals with qualification criteria. Learned counsel Sri O.Manohar Reddy placed heavy reliance on paragraph-10-A(a). It reads as under:

“10. Qualification criteria

A. To qualify for award of the contract, each bidder in its name should have, during the last five years (specified financial years i.e., they should be immediately preceding the financial year in which tenders are invited)

a) Satisfactorily completed as a prime contractor, similar works of value not less than /- @ (**usually not less than 50% of Estimated value of contract**) in any one year.”

12. A bare reading of this clause, it only requires the competent authority to prescribe condition of executing similar works of not less than 50% ECV in any one year. It does not prescribe outer limit. Vide Circular No.CE-II/APIIC/Circulars/01/03-04, dated 12.03.2012, Engineer-in-Chief notified modified clause which is the one now prescribed. Thus, the impugned condition is not in violation of the said guidelines. Moreover, there are only guidelines for competent authority and even assuming there is deviation, merely on the ground that there is deviation the tender conditions cannot be held as illegal *per se*, unless it is demonstrated as irrational and *mala fide*. Further, as demonstrated by learned standing counsel, similar condition is prescribed in tenders floated

earlier and participated by petitioner. He was awarded two contracts which contained similar clause. Thus, it is not a new condition now imposed. It is also appropriate to note that on 25.08.2018 corrigendum-03 was issued which makes the condition more explicit.

13. The eligibility criteria is of two fold. First criteria requires the contractor to have executed work of similar nature of not less than 3461.87 lakhs in any one year in the last five years. If the contractor does not fulfil this condition, alternatively, it requires the contractor to have executed two works of similar value with each work of not less than 50% of ECV.

14. On a reading of relevant clauses, the intendment of employer is clearly discernable. The employer assumes that the work floated by it can be properly executed if prospective bidder has the experience of executing work of similar nature of the value of 3461.87 lakhs; i.e., 2/3rd of the ECV. It may be possible to assume that if a contractor has executed work of similar nature whose value was 3461.87 lakhs, would have all the required infrastructure, man power and financial capacity to effectively execute his work. However, APIIC makes a small departure and makes a bidder eligible even if he has no such experience. It provided cumulative value of two works executed by him equivalent to ECV if each work is not less than 50% ECV. Employer would thus assume that even if this condition is fulfilled, the contractor can be assumed to have required infrastructure, manpower and financial capacity to execute the work in issue. Further, the work for which bids are called is a time bound work

and requires creation of infrastructure to establish Greenfield EMC. Employer is the best person to determine the eligibility criteria, terms of contract and assess the suitability of a prospective contractor. Ultimately, he has to execute the work within time frame and by meeting the standards.

15. In matters of formulating tender conditions, employer has wider latitude and scope of judicial review is minimal. At the threshold, Court cannot interject the tender process on the ground that some of the terms of invitation to tender are not palatable to a person who is not fitting into the parameters. It is within the domain of employer to prescribe tender conditions. Court may interfere, in exercise of power of judicial review, to assess the terms of tender notification, within the limited parameters of judicial review, if such conditions are palpably and demonstrably illegal, irrational, tailor made to suit a contractor, *mala fide*, against public interest and no reasonable man could have stipulated such conditions.

16. The wholesome rule in regard to judicial interference in administrative decisions is that if the Government takes into consideration all relevant factors, eschews from considering irrelevant factors and acts reasonably within the parameters of the law, Courts should keep off the same [paragraph 18, **Federation of Rly. Officers Assn. v. Union of India**¹]. Legality of policy and not the wisdom or soundness of the policy is the subject of judicial review [paragraph 16, **Directorate of Film Festivals v. Gaurav**

¹ (2003) 4 SCC 289

Ashwin Jain²]. On the scope of judicial review against the decisions of executive, more particularly decisions involving technical matters, in **Union of India v. J.O., Suryavamshi**³, Supreme Court warned the Courts to resist the temptation to usurp the power of executive.

17. At this stage a brief recapitulation of the law on judicial review on contracts and particularly on tender conditions is necessary.

17.1. In **MICHIGAN RUBBER (INDIA) LTD. V. STATE OF KARNATAKA**⁴, Supreme Court held:

23. From the above decisions, the following principles emerge:

(a) The basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;

(b) Fixation of a value of the tender is entirely within the purview of the executive and the courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by courts is very limited;

(c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of the tendering authority is found to be malicious and a misuse of its statutory powers, interference by courts is not warranted;

(d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and

(e) If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by court is very restrictive since no person can claim a fundamental right to carry on business with the Government.

(emphasis supplied)

² (2007) 4 SCC 737

³ (2011) 13 SCC 167

⁴ (2012) 8 SCC 216

17.2. In **Asia Foundation & Construction Ltd. Vs. Trafalgar House Construction (I) Ltd.**⁵, while referring to guidelines laid down in **Tata Cellular v. Union of India** [(1994) 6 SCC 651], Supreme Court held as under:

“9. The High Court in construing certain clauses of the bid documents has come to the conclusion that such a correction was permissible and, therefore, the Bank could not have insisted upon granting the contract in favour of the appellant. We are of the considered opinion that it was not within the permissible limits of interference for a court of law, particularly when there has been no allegation of malice or ulterior motive and particularly when the court has not found any mala fides or favouritism in the grant of contract in favour of the appellant. In *Tata Cellular v. Union of India* [(1994) 6 SCC 651] this Court has held that:

“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 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.” (emphasis supplied)

17.3. In **Reliance Airport Developers (P) Ltd. v. Airports Authority of India**⁶, Supreme Court elaborated on these three parameters. Supreme Court observed:

⁵ (1997) 1 SCC 738

⁶ (2006) 10 SCC 1

“65. In other words, to characterise a decision of the administrator as “irrational” the court has to hold, on material, that it is a decision “so outrageous” as to be in total defiance of logic or moral standards. Adoption of “proportionality” into administrative law was left for the future.

17.4. In **Directorate of Education and others Vs. Educomp Datamatics Ltd and Others**⁷, Supreme Court held as under:

“9. It is well settled now that the courts can scrutinise the award of the contracts by the Government or its agencies in exercise of their powers of judicial review to prevent arbitrariness or favouritism. However, there are inherent limitations in the exercise of the power of judicial review in such matters. The point as to the extent of judicial review permissible in contractual matters while inviting bids by issuing tenders has been examined in depth by this Court in *Tata Cellular v. Union of India* [(1994) 6 SCC 651] . After examining the entire case-law the following principles have been deduced: (SCC pp. 687-88, para 94)

“94. The principles deducible from the above are:

(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 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.

⁷ AIR 2004 SC 1962

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

10. In *Air India Ltd. v. Cochin International Airport Ltd.* [(2000) 2 SCC 617] this Court observed: (SCC p. 623, para 7)

“The award of a contract, whether it is by a private party or by a public body or the State, is essentially a commercial transaction. In arriving at a commercial decision considerations which are **paramount are commercial considerations. The State can choose its own method to arrive at a decision. It can fix its own terms of invitation to tender and that is not open to judicial scrutiny.** It can enter into negotiations before finally deciding to accept one of the offers made to it. Price need not always be the sole criterion for awarding a contract. It is free to grant any relaxation, for bona fide reasons, if the tender conditions permit such a relaxation. It may not accept the offer even though it happens to be the highest or the lowest. But the State, its corporations, instrumentalities and agencies are bound to adhere to the norms, standards and procedure laid down by them and cannot depart from them arbitrarily. Though that decision is not amenable to judicial review, the court can examine the decision-making process and interfere if it is found vitiated by mala fides, unreasonableness and arbitrariness.”

11. This principle was again restated by this Court in *Monarch Infrastructure (P) Ltd. v. Commr., Ulhasnagar Municipal Corpn.* [(2000) 5 SCC 287] It was held that **the terms and conditions in the tender are prescribed by the Government bearing in mind the nature of contract and in such matters the authority calling for the tender is the best judge** to prescribe the terms and conditions of the tender. It is not for the courts to say whether the conditions prescribed in the tender under consideration were better than the ones prescribed in the earlier tender invitations.

12. It has clearly been held in these decisions that the terms of the invitation to tender are not open to judicial scrutiny, the same being in the realm of contract. That the Government must have a free hand in setting the terms of the tender. It must have reasonable play in its joints as a necessary concomitant for an administrative body in an administrative sphere. The courts would interfere with the administrative policy decision only if it is arbitrary, discriminatory, mala fide or actuated by bias. It is entitled to pragmatic adjustments which may be called for by the particular circumstances. **The courts cannot strike down the terms of the tender prescribed by the Government because it feels that some other terms in the tender would have been fair, wiser or logical.** The courts can interfere only if the policy decision is arbitrary, discriminatory or mala fide.

13. Directorate of Education, Government of NCT of Delhi had invited open tender with prescribed eligibility criteria in general terms and conditions under tender document for leasing of supply, installation and commissioning of computer systems, peripherals and provision of computer education services in various government/government-aided senior secondary, secondary and middle schools under the Directorate of Education, Delhi. In the year 2002-03, 748 schools were to be covered. Since the expenditure

involved per annum was to the tune of Rs. 100 crores, the competent authority took a decision after consulting the Technical Advisory Committee for finalisation of the terms and conditions of the tender documents providing therein that tenders be invited from firms having a turnover of more than Rs. 20 crores over the last three years. The hardware cost itself was to be Rs. 40-45 crores. The Government introduced the criterion of turnover of Rs. 20 crores to enable the companies with real competence having financial stability and capacity to participate in the tender, particularly in view of the past experience. We do not agree with the view taken by the High Court that the term providing a turnover of at least Rs. 20 crores did not have a nexus with either the increase in the number of schools or the quality of education to be provided. Because of the increase in the number of schools the hardware cost itself went up to Rs. 40-50 crores. The total cost of the project was more than Rs. 100 crores. A company having a turnover of Rs. 2 crores may not have the financial viability to implement such a project. As a matter of policy the Government took a conscious decision to deal with one firm having financial capacity to take up such a big project instead of dealing with multiple small companies which is a relevant consideration while awarding such a big project. Moreover, it was for the authority to set the terms of the tender. ***The courts would not interfere with the terms of the tender notice unless it was shown to be either arbitrary or discriminatory or actuated by malice. While exercising the power of judicial review of the terms of the tender notice the court cannot say that the terms of the earlier tender notice would serve the purpose sought to be achieved better than the terms of tender notice under consideration and order change in them,*** unless it is of the opinion that the terms were either arbitrary or discriminatory or actuated by malice. The provision of the terms inviting tenders from firms having a turnover of more than Rs. 20 crores has not been shown to be either arbitrary or discriminatory or actuated by malice.

14. This apart SSI having a turnover of more than Rs. 20 crores was the lowest bidder. Faced with the situation that the bids given by the respondents were not competitive with the bid given by SSI Limited, learned counsel for the respondents contended that because of the fall in price in the computer hardware and lowering of duty on the imports of the computers or its components the Government should invite fresh bids. It is not for us to comment as to what course is to be adopted by the appellants, in the changed circumstances attributed to lapse of time. It is for them to decide whether to continue with the tenders already floated, if necessary, by making negotiations so as to bring down the rates quoted or to invite fresh tenders.

(Emphasis supplied)

17.5. In **Meerut Development Authority Vs Assn. of Management Studies**, Supreme Court held as under:

“27. The bidders participating in the tender process have no other right except the right to equality and fair treatment in

the matter of evaluation of competitive bids offered by interested persons in response to notice inviting tenders in a transparent manner and free from hidden agenda. One cannot challenge the terms and conditions of the tender except on the above stated ground, the reason being the terms of the invitation to tender are in the realm of the contract. No bidder is entitled as a matter of right to insist the authority inviting tenders to enter into further negotiations unless the terms and conditions of notice so provided for such negotiations.”

17.6. In **The Krishna District Petrol & HSD Dealers Association, Vijayawada and The Executive Director, IOCL, A.P.State Office, Himayathnagar, Hyderabad**⁸ the scope of counter offer by the employer to accept transportation contract at the rate offered by L-1 tenderer was considered. In the judgment dated 30.12.2014 on considering the precedent decisions, this Court held:

“33. The principles that emerge from the above precedents are, the writ court has limited jurisdiction in matters concerning contracts and invitation to bid for contract; Court must adopt restraint in contract matters; the Court does not sit as a Court of appeal in such matters; the State/its instrumentalities have to be given greater latitude in formulating tender conditions and awarding of contracts; In matters concerning financial implications it should be left to the concerned authority to decide the conditions of eligibility and the price at which contract can be awarded; Courts cannot interfere in terms of invitation to tender; No one has a right to insist that the contract to be awarded to him; Courts can interfere only if actions of tendering authority is found to be malicious or misused statutory powers; That the process adopted and decision made is so arbitrary and irrational that no authority acting reasonably and in accordance with relevant law could have reached and if public interest is affected.”

18. It is for the APIIC to choose appropriate eligibility criteria and Court cannot assess what conditions are required and be prescribed and suggest eligibility criteria different from the one chosen by APIIC, more particularly in matters fixing parameters for identifying a contractor to develop infrastructure facilities. Court is

⁸ W.P. No. 572 of 2014 dated 30.12.2014

ill-equipped to dwell into such matters. There is no allegation of malice or ulterior motive or condition was tailor made to suit a particular contractor. In the facts of this case, it cannot be assumed that the clause requiring a contractor to have executed two works of similar nature, each of which was 50 % ECV and cumulatively of the value of ECV as outrageous as to be in total defiance of logic and has no nexus to the object sought to be achieved. On detailed analysis of relevant criteria, I am of the considered opinion that there is no illegality in the conditions prescribed for eligibility in the tender notification warranting interference. Writ Petition is dismissed. Pending miscellaneous petitions shall stand closed.

JUSTICE P.NAVEEN RAO

Date: 15.11.2018
Kkm/tvk



HONOURABLE SRI JUSTICE P.NAVEEN RAO



WRIT PETITION NO.29775 OF 2018

Date: 15.11.2018

kkm