THE HON'BLE SRI JUSTICE P. NAVEEN RAO

WRIT PETITION No.37838 of 2017

Dated 15.02.2018

Between:

M/s.Sri Krishnarjuna Constructions, Chinnamachupalli village and post, Chennur Mandal, YSR Kadapa District, Rep.by its Managing Partner, A.Mukund Reddy, S/o. late A.Pulla Reddy, Aged about 49 years, Occu: Business, R/o. Flat No.504, Keerthi Enclave, Near SV Degree College, Balaji Nagar, Kadapa, YSR Kadapa District.

.. Petitioner

And

The Andhra Pradesh Education and Welfare Infrastructure Development Corporation (An enterprise of Government of Andhra Pradesh), D.No.5-6-59/6/1, Government Hostel, Lambadipeta, Near Milk Factory, Chitti Nagar, Vijayawada, Amaravathi, rep.by its Managing Director & others.

.. Respondents

The Court made the following:

HON'BLE SRI JUSTICE P. NAVEEN RAO

WRIT PETITION No.37838 of 2017

ORDER:

Heard learned counsel for both parties. With the consent of learned counsel appearing for respective parties, writ petition is disposed of finally.

2. This writ petition is filed challenging the decision of the first respondent, dated 07.11.2017, and the consequential decision of the second respondent in awarding subject work in favour of the fifth respondent as illegal, arbitrary and contrary to order, dated 04.07.2017, passed by this Court in W.P.No.3202 of 2017. The consequential relief sought is to direct respondent Nos.1 to 4 to consider the bid of the petitioner for awarding subject work in pursuance of tender notification, dated 27.01.2017.

3. On 05.11.2016, tender notification was issued by the respondent Corporation calling for bids for awarding contract work for construction of Andhra Pradesh Social Welfare Residential School at B.Mattam Village and Mandal, Kadapa District (subject work). The fifth respondent and two others participated in the said tender process. On evaluation of the tenders, the Tender Committee held that the three bidders, including the fifth respondent, furnished incomplete/part information suppressing the work on hand in statement IV of the tender document in their bids. The Tender Committee, therefore, disqualified all those three bidders, forfeited their Earnest Money Deposits (E.M.Ds.) and suspended them from tendering works in the respondent Corporation up to 31.03.2017. The Tender Committee directed the respondent Corporation to recall tenders for subject work through

short tenders. Accordingly, on 27.01.2017 short tenders were floated. In response to tender notification, dated 27.01.2017, the petitioner and others participated in the tender process. On assessing the tender documents, the petitioner was identified as the lowest bidder.

4. At that stage, the fifth respondent filed W.P.No.3202 of 2017 praying to declare the order of the second respondent in rejecting its bid, disqualifying and suspending it from participating in the tenders in the respondent Corporation and forfeiture of E.M.D. as illegal, arbitrary and unsustainable. The fifth respondent sought consequential direction to the second respondent to accept its bid and to award subject work in its favour. The said writ petition was partly allowed by this Court, by order, dated 04.07.2017. This Court, having found that the elementary principles of natural justice were not observed before disqualifying the fifth respondent from participating in future tenders and the same amounts to blacklisting, though temporary, set aside the blacklisting decision with the direction to the respondent Corporation to issue show cause notice fixing time of at least 4 days from date of its service/ receipt for reply of the fifth respondent and to pass appropriate orders. Having regard to the fact that the short tender was already floated, this Court directed that if the last date of receipt of tender applications has not expired by that time, the fifth respondent may be permitted to apply, to be considered along with the existing applicants/tenderers. After the disposal of the above writ petition, show cause notice was issued by the respondent Corporation. The fifth respondent submitted his explanation. On consideration of the explanation of the fifth respondent as well as consideration of the tender documents of the tenderers who have responded to the

tender notification, dated 27.01.2017, including that of the fifth respondent, the Tender Committee, while penalising the fifth respondent to pay an amount equivalent to 1/3rd of E.M.D. to the respondent Corporation towards fine/ penalty for giving incorrect information and causing inconvenience to the respondent Corporation, awarded subject work to it, holding it to be the lowest tenderer in the tender process pursuant to tender notification, dated 05.11.2016.

5. In this writ petition, petitioner challenges decision of the respondent Corporation in awarding subject work to fifth respondent ignoring lowest bid offered by it pursuant to tender notification, dated 27.01.2017.

6.1. Mr.O.Manoher Reddy, learned counsel for the petitioner, contends that as seen from the minutes of the Tender Committee meeting held pursuant to tender notification, dated 05.11.2016, all the three bidders were disqualified, their E.M.Ds. were forfeited and they were suspended from participating in the future tenders in the respondent Corporation up to 31.03.2017. The Tender Committee further directed to recall tenders for subject work through short tenders. He, therefore, submitted that consequent to the said decision of the Tender Committee, short tenders were called on 27.01.2017, in view there of, earlier tender notification, dated 05.11.2016, does not survive.

6.2. He further submitted that this Court only granted limited relief to the fifth respondent on issue of disqualification, holding it amounting to blacklisting without following due process and directed to afford due opportunity. The Court upheld rejection of tender of fifth respondent, forfeiting E.M.D. and permitted it to participate in tender process pursuant to tender notification, dated 27.01.2017, if the last date has not expired. Thus, present exercise undertaken by official respondents is in clear violation of aforesaid directions. As fifth respondent was earlier disqualified which decision was upheld by this Court and fresh tender process was set in motion, question of giving effect to earlier tender process does not arise.

6.3. He also submitted that fifth respondent is not completely exonerated. Even a reading of order impugned would clearly disclose that the Tender Committee imposed fine/penalty on fifth respondent holding that it gave incorrect information and therefore, subject work could not have been awarded to fifth respondent.

7.1. Learned standing counsel for the respondent Corporation submitted that first tender notification was not annulled, only bidders were disqualified; that in view of urgency to undertake subject work of constructions of residential school building, a short tender was floated. Further, fifth respondent could not have participated in the short tender process in view of earlier disqualification. He would submit that in view of decision of this court setting aside prohibition from participating in future tenders and remanding for fresh consideration, earlier disqualification does not survive and therefore the bid submitted by fifth respondent was also considered.

7.2. He would further submit that on assessment of respective offers made, it was seen that offer given by fifth respondent in response to earlier tender notification was found to be lower and difference in offer given by fifth respondent and petitioner being huge, in order to save public money and in the larger public interest, subject work was awarded to fifth respondent. He further submitted that before awarding contract explanation given by fifth respondent was considered and on thorough analysis of the issue, decision was made by the tender committee.

7.3. He further submitted that after assessing the explanation given by fifth respondent, Tender Committee took decision to cancel tender notification, dated 27.01.2017. Once tender notification, dated 27.01.2017, is cancelled, steps were taken to award contract based on the bids offered to earlier tender notification, dated 05.11.2016.

7.4. He would submit that there is no illegality and irregularity in the process undertaken by the respondents and in awarding subject work to the fifth respondent and such decision was taken in the best interest of the respondent Corporation.

7.5. In support of his contentions, the learned standing counsel places reliance on the decisions of the Supreme Court in **Master Marine Services (P) Ltd.** vs. **Metcalfe & Hodgkingson (P) Ltd.**[1] and **Siemens Public Communication Networks (P) Ltd.** vs. **Union of India**[2].

8.1. Mr.P.Gangarami Reddy, learned counsel for the fifth respondent, raised preliminary objection on maintainability of writ petition on the ground that petitioner did not participate in the earlier round of tender process. He further submitted that as tender notification issued on 27.01.2017 was cancelled and as the bid offered by fifth respondent was lowest pursuant to tender

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[1] (2005) 6 SCC 138
[2] (2008) 16 SCC 215

notification issued on 05.11.2016 there is no illegality in awarding contract of subject work to it. He would submit that unless cancellation of tender notification, dated 27.01.2017, is assailed, no relief can be granted to the petitioner and therefore, the writ petition is not maintainable.

8.2. He also submitted that though short tender was floated on 27.01.2017, in view of subsequent developments, it was cancelled. On review of earlier decision and accepting explanation given by fifth respondent, it's offer being the lowest, the contract was awarded to it. He further submitted that the contract was awarded to the fifth respondent on 07.11.2017; work was commenced immediately and by the time, interim order was communicated to the fifth respondent, considerable amount was spent by it. Thus, if at this stage, the contract awarded to the fifth respondent is nullified, it would cause great hardship and suffering to the fifth respondent. Moreover, the bid offer made by the fifth respondent is far low than the bid offer made by the petitioner and if the contract awarded to the fifth respondent is nullified, the corporation would be subjected to huge financial loss and it is not in public interest.

8.3. The learned counsel further submitted that judicial review in matters of awarding contracts is very limited. He also submitted that the petitioner has not made any allegation of favouritism or bias as noted above and in the interest of saving public money, the corporation has taken decision to award contract to fifth respondent as its offer was far lower than offer given by petitioner. In doing so no illegality was committed by the respondent Corporation.

8.4. He further submitted that in view of judgment of this Court setting aside order prohibiting fifth respondent in participating in future tender notifications in the respondent Corporation, blacklisting was not in force. Therefore, earlier restraint imposed on consideration of tender documents is no more valid and therefore, there is no illegality in consideration of earlier tender documents submitted by fifth respondent.

8.5. Learned counsel places reliance on decision of the Supreme Court in **Jagdish Mandal vs. State of Orissa and others**[3] to contend that in matters of this nature, more so when huge public money is saved by decision of the respondent corporation, this Court should not interfere merely because petitioner has become the lowest bidder in the subsequent tender process.

9.1. In reply, learned counsel for the petitioner would submit that even if the bid amount offered by petitioner is higher than fifth respondent Corporation in the earlier tender process, the corporation ought to have negotiated with petitioner and petitioner is willing to undertake subject work as per the earlier offer given by fifth respondent and without undertaking such exercise, they could not have awarded subject work to fifth respondent.

9.2. Learned counsel further submitted that what is challenged in this writ petition is arbitrary exercise of power and authority and therefore, the said decision is vitiated and in the light of the contentions urged, the impugned order is amenable to judicial review under Article 226 of Constitution of India.

[3] (2007) 14 SCC 517

10. Wholesome rule on judicial interference in administrative decisions is, if the Government takes into consideration all relevant factors, eschews from considering irrelevant factors and acts reasonably within parameters of law, Courts should keep off the same [paragraph 18, **Federation of Rly. Officers Assn. v. Union of India**[4]]. 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. Gauraw Ashwin Jain**[5]]. In **Union of India v. J.O., Suryavamshi**[6], Supreme Court cautioned the Courts to resist temptation to usurp power of executive, more particularly decisions involving technical matters.

11.1. In long line of precedents, the scope of judicial review against administrative decisions is codified. Court can undertake judicial review of an executive decision on grounds of 'illegality', 'irrationality', and 'procedural impropriety'. The writ Court is required to consider whether the decision-making process satisfies the test of reasonableness, fairness, non-arbitrariness and whether authority lacks competence.

11.2. In **Asia Foundation & Construction Ltd. Vs. Trafalgar House Construction (I) Ltd**.[7], 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

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4 (2003) 4 SCC 289
5 (2007) 4 SCC 737
6 (2011) 13 SCC 167
7 (1997) 1 SCC 738

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)

11.3. In **Reliance Airport Developers (P) Ltd.** vs. **Airports Authority of India**[8], Supreme Court elaborated on these three parameters. Supreme Court observed:

"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.

66. In essence, the test is to see whether there is any infirmity in the decision-making process and not in the decision itself. (See *Indian Rly.*

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[8] (2006) 10 SCC 1

Construction Co. Ltd. v. *Ajay Kumar* [(2003) 4 SCC 579 : 2003 SCC (L&S) 528] .)

11.4. In **Directorate of Education and Ors** Vs. **Educomp Datamatics Ltd and Ors[9],** 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].

12.1. In **Jagdish Mandal,** it was alleged that postal term deposit of Rs.1,70,000/- submitted by 5th respondent towards Earnest Money Deposit was not genuine and his tender was declared as non-responsive. Therefore, even though he was lowest bidder, his bid was ignored, and committee recommended acceptance of next lowest bidder. In adjoining work also though bid submitted by 5th respondent found to be lowest it was rejected on the ground of his disqualification in the earlier tender for the reasons mentioned above. These two decisions were challenged before the High Court successfully. Aggrieved thereby, appeals were preferred before the Supreme Court. Finding fault with the decision of High Court, the appeals were allowed.

12.2. On review of precedent decisions on scope of judicial review, Supreme Court delineated when judicial review can be undertaken by the High Court as under:

> "25. We have already noticed that while the Committee acted on the letter dated 14-3-2005 of the Superintendent of Posts, the High Court acted on an inquiry report submitted by the officer in charge of Junagarh Police

[9] AIR 2004 SC 1962

Station during the pendency of the writ petition. When the SLP came up for consideration on 25-1-2006, this Court directed the State to place on record the report of the Superintendent of Post Offices and the police investigation report. Accordingly, the State placed three reports before this Court. The first is the detailed vigilance enquiry report of the Postal Department holding that the TD Account Passbook No. 154120 issued by Sub-Postmaster, Mukhiguda should not be considered as genuine. The second is the inquiry report dated 16-9-2006 of the officer in charge of Junagarh Police Station reiterating his earlier report submitted to the High Court that the passbook is genuine and a sum of Rs 1,70,000 was deposited by the fifth respondent in postal TD Account No. 154120 on 6-12-2004. The third is the report of the Superintendent of Police, Kalahandi, dated 28-10-2006, opining that the fifth respondent did not deposit Rs 1,70,000 on 6-12-2004 and that the Sub-Postmaster, Mukhiguda had shown the date of deposit as 6-12-2004 in order to help the fifth respondent to get his tender accepted. While the inquiry report of the Postal Vigilance Cell and the letters from Postal Department clearly hold that the TD Account Passbook No. 154120 produced by the fifth respondent was not genuine, the report of the officer in charge of the police station, concludes that the passbook is genuine and not forged. But significantly the subsequent police report dated 28-10-2006 by a higher authority, namely, the Superintendent of Police, Kalahandi, states that the fifth respondent had obtained a pre-dated passbook in connivance with the Sub-Postmaster, Mukhiguda.

13. In **Master Marine Services (P) Limited,** limited tender was floated for hiring professional services for survey of containers and cargo at Inland Container Depot, Tughlakabad, Delhi. The bid of the appellant being the lowest was accepted and work was awarded. This was challenged by next lowest bidder on the ground that appellant was not qualified to participate in tender process as he did not have licence to act as surveyor/loss assessor under the Insurance Act, 1938 and reliance was also placed on earlier

rejection on the said ground. Said writ petition was dismissed. The first respondent filed another writ petition, on awarding contract to appellant raising similar plea. Awarding contract to appellant was defended contending that appellant and first respondent were not fulfilling one of the eligibility criteria. However, in view of discretion vested by clause-12 of the instructions, the competent authority relaxed said condition for both. Thereafter, on assessing suitability, being the lowest bidder, contract was awarded to appellant. High court held appellant was not fulfilling the essential qualifications; also observed that company ought to have scrupulously followed eligibility criteria and, therefore, declared awarding of contract to appellant as illegal. Supreme Court noticed that 98% of the work to be executed under the contract was data entry and for this kind of work, no licence from IRDA was required, whereas offer given by the appellant was Rs.3.00 per container as against Rs.3.75 Ps by the first respondent. Supreme Court also held that paragraph-11 of the instructions vested power in CONCOR to relax the tender conditions and in the facts of this case, such power was validly exercised by the Chairman. It is seen that decision of the Supreme Court turns on facts of the case.

14.1. In **Siemens Public Communication Networks Private Limited and another v. Union of India and others**[10]**,** facts in brief are as under:

Bharat Electronics Limited (BEL) was nominated by the Ministry of Defence, Union of India, as prime contractor for Indian Army's Modernisation Plan for Technical Communication System. The BEL floated request for proposal for procurement of Digital

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[10] (2008) 16 SCC 215

Radio Trunking System (DRTS). Contending that appellant being lowest bidder not awarding contract to him as illegal and arbitrary, filed writ petition before the High Court. On behalf of BEL, it was contended that on due evaluation M/s. SELEX was identified as L1 bidder. High court dismissed the writ petition. On thorough analysis of facts and respective contentions, taking note of precedent decisions on the scope of judicial review in contractual matters, Supreme Court noticed that there was no allegation of pick and choose or discrimination against 1st appellant. Supreme Court also observed that process adopted / decision made was not vitiated on any grounds. The said decision also turns on its facts.

14.2. However, it is useful to note the observations made by the Supreme Court. They read as under:

> "40. ...... When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features have to be considered. A contract is a commercial transaction and evaluating tenders and awarding contracts are essentially commercial functions. ***In such cases principles of equity and natural justice stay at a distance.*** If the decision relating to award of contracts is bona fide and is in public interest, Courts will not exercise the power of judicial review and interfere even if it is accepted for the sake of argument that there is a procedural lacuna."
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> (emphasis supplied)

14.3. Above three decisions relied on by the learned counsel for respondents do not come to their aid.

15. To recapitulate, three bidders, who participated in the tender process pursuant to the tender notification dated 5.11.2016, were disqualified claiming that they furnished incomplete/part information suppressing the work on hand. The tender committee also forfeited the EMD and suspended them from participation in

future tenders up to 31.03.2017. Committee also directed to recall the tenders for this work through short tenders. Thereafter fresh tender notification was issued on 27.01.2017. By the time, tenders were finalized, this Court rendered judgment in WP No.3202 of 2017 filed by 5th respondent. This Court set aside the order to the extent of declaring him not eligible for participating in future tenders, directed to issue show cause notice and to afford due opportunity before taking further decision. Court observed that participation in future tenders is not suspended and gave opportunity to submit tender bid if time schedule fixed in short tender notification dated 27.01.2017 was not over. Pursuant to the judgment, show cause notice was issued and on consideration of explanation, tender committee decided to award contract to 5th respondent by imposing certain conditions. One of the conditions imposed is payment of amount equivalent to 1/3rd of EMD amount as fine/penalty for giving incorrect information and causing inconvenience to the Corporation. It is also relevant to note that 5th respondent has not submitted tender document pursuant to tender notification dated 27.01.2017; even now 5th respondent was not exonerated of the allegations levelled against him and the tender committee holds that he is guilt of giving incorrect information and imposes fine/penalty equivalent to 1/3rd of EMD amount. It is also appropriate to note that Court was not inclined to interfere with the rejection of tender of petitioner and forfeiture of EMD amount and only limited relief was granted to the 5th respondent. These facts are self explanatory as to how authorities of the Corporation gone out of the way to accord special privilege on fifth respondent, impugned in this writ petition.

16. It was vehemently contended by learned counsel for respondents that as the tender committee cancelled the tender notification dated 27.01.2017, the earlier tender notification revived and the fifth respondent being the lowest bidder, the contract was validly entrusted to him. There is fallacy in such submission for three reasons. Firstly, 27.01.2017 tender was cancelled after decision to award work to fifth respondent was taken and not earlier. It is useful to extract minutes of tender committee as placed in the website, a copy of which is placed on record by learned standing counsel. It reads, "The tender committee met on 02.11.2017 has taken decision for entrustment of this work to the 1st call L1 tenderer. Hence, this 2nd call tender is rejected on administrative grounds"; secondly, all three participants in the tender notification dated 05.11.2016 were disqualified and therefore issue of processing those tender documents does not arise; and thirdly, even assuming that date of cancellation of tender notification dated 27-01-2017 was earlier to decision to award contract to fifth respondent, though apparently not, once a fresh tender is floated, earlier tender lapses and question of revival of that tender process does not arise. At any rate no conscious decision was taken to revive earlier tender.

17. I am of the considered opinion that official respondents grossly erred in awarding contract to fifth respondent by referring to earlier tender notification when the same was not in force after fresh tender notification was called. The action of official respondents is also illegal as bid submitted by fifth respondent pursuant to tender notification dated 5-11-2016 was disqualified and his EMD was forfeited, which decision was not interfered by this Court in WP No 3202 of 2017; he has not submitted fresh bids

pursuant to tender notification dated 27-01-2017. Further, fifth respondent is found to have given incorrect information in the bid submitted by him pursuant to tender notification dated 5-11-2016 and is imposed fine/penalty by forfeiting 1/3rd of EMD. Once tenderer was disqualified and that black mark is not erased, offer made by him in his bid document has no significance. Therefore, merely because offer of fifth respondent in the earlier tender process is lower, is no ground to award contract to him. It is entirely different thing if employer is not satisfied with offer given by L1 in the subsequent bidding process.

18. The tender committee sought to shield its decision under the cover of 'administrative grounds' without specifying the same. However, in the counter affidavit justification offered is price bid of fifth respondent in the tender process of 2016 is far lower than price bid of petitioner and that the Corporation would save money. If the bid offered in the earlier bidding process was far lower, it was open to employer either to negotiate with L1 or to go for fresh tender but that cannot be a ground to award contract to a person who has not even participated in the bidding process and his earlier bid was found to be defective, disqualified and his EMD was forfeited. In the facts of this case, Clause 31 of the tender conditions has no relevance.

19. Thus, on each of these parameters, individually and collectively, the impugned action fails and requires interference by this Court. The decision impugned in the writ petition can be classified as irrational, amounts to arbitrary exercise of power and is not in public interest. The decision-making authority exceeded its jurisdiction in reviving tender process, nullified by it earlier and

awarding contract to a person whose bid was disqualified and was penalized. In the facts of this case, it is safe to assume that no reasonable person would have arrived at the decision impugned. The infirmities noticed in the decision-making process go to the root of the matter. The illegality is all pervading. All the three broad parameters of judicial review in contract matters are attracted in this case, i.e., illegality, irrationality and procedural impropriety.

20. Learned counsel for fifth respondent sought to contend that consequent to awarding of contract, he has already commenced work and spent considerable amount and such expenditure was incurred *bona fidely* and any interference at this stage would cause severe hardship and suffering to fifth respondent. It is seen from the record that tender committee took decision on 07.11.2017; writ petition was filed on 09.11.2017; on 10.11.2017 this Court ordered maintenance of *status quo*. Thus, fifth respondent could not have commenced and completed considerable work within few hours of decision of tender committee to plead equities. Moreover, when the process adopted is vitiated on several parameters, noted herein above, the prayer of learned counsel for fifth respondent to save the contract awarded to him merits no consideration. Further, as held by Supreme Court in **Siemens Public Communication Networks Private Limited,** 'principles of equity stay at a distance'.

21. The decision of the tender committee awarding contract to the 5th respondent vide Memo No.T12/MD/APEWIDC/APSWRSC/B.Mattam/2016-17, dated 07.11.2017 impugned in the writ petition is held illegal. The consequential decision rejecting the second call tender is also held illegal. The writ petition is allowed

with costs quantified at Rs.10,000/- (Rupees ten thousand only) payable to the Secretary, High Court Legal Services Authority by the respondent-Corporation within three weeks from date of receipt of copy of this order. The respondent-Corporation is further directed to process the bids submitted pursuant to tender NIT No.42/MD/APEWIDC, dated 27.01.2017.

Miscellaneous petitions if any pending shall stand closed. No costs.

JUSTICE P.NAVEEN RAO

Date: 15.02.2018
Ghn/kkm

HON'BLE SRI JUSTICE P.NAVEEN RAO

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