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W.P.Nos.20283 and 20290 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Date : **31.10.2022**

CORAM:

THE HON'BLE MR. JUSTICE R.SURESH KUMAR

**W.P.Nos.20283 and 20290 of 2022
and W.M.P.Nos.19504, 19505, 19510 and 19514 of 2022**

W.P.No.20283 of 2022

Pioneer Fil-Med Private Limited
Rep. by its Harshit Gupra,
Having Office at 502, Padma Palace,
86, Nehru Place, New Delhi – 110 119

... Petitioner

Vs.

1. The Union of India
through the Railway Board,
Ministry of Railways,
Raisina Road,
New Delhi – 110 001.
2. The Integral Coach Factory
Rep. by its Principal Chief Material Manager,
Administrative Building,
Integral Coach Factory,
Chennai – 600 038.

... Respondents

Prayer : Writ Petition filed under Article 226 of Constitution of India
praying for issuance of a Writ of Certiorified Mandamus, calling for the



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records relating to the impugned Notice inviting Tender in Tender No.06221324 issued on 05.05.2022 on the file of the second respondent and quash the same as arbitrary, discriminatory, illegal and contrary to public interest, consequently direct the respondents to call for re-tender permitting the petitioner to participate in the bulk category.

W.P.No.20290 of 2022

1. Avadh Rail Infra Limited

Rep. by its Authorised Signatory,
Having registered address at P.A.5 Industrial Complex
Maramalai Nagar,
Kanchipuram

... Petitioner

Vs.

1. Union of India

Rep. by Secretary to Government,
Ministry of Railways, Rail Bhavan,
Raisana Road,
New Delhi.

2. Integral Coach Factory

Rep. by its Principal Chief Material Manager,
Administrative Building,
Integral Coach Factory,
Chennai – 600 038.

... Respondents

Prayer : Writ Petition filed under Article 226 of Constitution of India praying for issuance of a Writ of Certiorified Mandamus, calling for the records of second respondent pertaining to the impugned order or Rejection of the Bid of the petitioner company (Bid Id : 13803064) contained in e-mail



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attachment, dated 29.07.2022 in Tender No.06221324 (Tender Type : S&I of sealed Gangway for Train set), quash the same as arbitrary, unjust and consequential and consequently direct the respondents to call for a re-tender.

For Petitioner : Mr.P.H.Arvind Pandian, Senior counsel
for Mr.Vikram Veerasamy in
W.P.No.20283 of 2022

Mr.P.H.Arvind Pandian, Senior counsel
for Mr. Salai Varun in
W.P.No.20290 of 2022

For Respondents : Mr.R.Sankaranarayanan
Additional Solicitor General assisted by
A.Kumaraguru,
Senior Panel Counsel

COMMON ORDER

Since the issue raised in both the writ petitions is common and relating to each other, with the consent of the learned counsel appearing for both sides, these writ petitions were heard together and are disposed of by this common order.

2. W.P.No.20283 of 2022 :

The facts of the case as projected by the petitioner through the affidavit are as follows :



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2.1. The petitioner is a company incorporated in the year 1987

under the Companies Act, 1956, having its Registered Office at New Delhi.

Over the years, with its vast experience in the field, the petitioner had ventured into manufacturing and supply of various other products for the Indian Railways including air filters, piston, carrier, engine blocks, pistons for locomotives etc., and has been supplying these products to the Indian Railways for around two decades.

2.2. The petitioner has now setup a manufacturing unit for manufacturing filters, flexible gangway, automatic doors, brake discs etc. After entering into the segment of gangways, the petitioner has supplied more than 200 sets of flexible gangways to the Indian Railways and is currently one among the few players in India to manufacture flexible gangways for the Indian Railways.

2.3. The second respondent had issued a notice inviting Tender, dated 05.05.2022 vide Tender No. 06221324, which is the impugned tender.

This relates to flexible gangway with foot plate along with inner and outer



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fairings for emu train set (to be operated at 160 kmph speed / 180 kmph test speed) to drg no. etc., The impugned tender was floated for procurement of 1140 Nos. of Flexible Gangways with foot plate along with inner and outer fairings for the Train 18/Vande Bharat High Speed Trains for the Indian Railways.

2.4. The tender was floated under two categories, namely (i) Bulk and (ii) Developmental and the bidding type was a Two stage Reverse Auction process. Of the entire tendered quantity, upto 20% was to be awarded to developmental bidders and 80% quantity to Regular / Bulk bidders. The closing date of the impugned tender was 25.05.2022 and the contract has to be completed by 31.07.2023.

2.5. The petitioner had submitted its bid for the impugned tender vide Reference No.2722, dated 25.05.2022 through its Bid Id 13800149.



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2.6. While that being so, the petitioner further stated that, the bid document provided for the eligibility criteria to participate in the impugned tender. But the tender documents published on IREPS website provided for a specific eligibility criteria, in addition to the eligibility criteria in the bid document. This was annexed along with the letter, dated 07.04.2022.

2.7. The eligibility criteria published on the IREPS website stipulated certain conditions for offers received along with Transfer of Technology, in short “ToT” and the condition stipulated is extracted below for the sake of convenience :

"Note : Offers received along with the ToT and credentials of ToT providers will be dealt as under:
(a) If the bidder has acquired the technology and has manufactured and supplied the tendered item earlier and fulfills the requirements of Eligibility criteria with or without the credentials of technology provider, such bidders shall be considered for regular orders provided performance of the items supplied is satisfactory.



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These bidders should submit along with their offer the documentary evidence in favour of the manufacturer from whom technology is transferred for meeting the eligibility criteria. They should also submit their own credentials such as proof of supply in the form of PO copies along with Inspection Certificates/R Notes. It should be clearly indicated that past supplies made by the bidder were with the same technology provider and manufactured by the bidder itself and were not supplied as imported item. A declaration to this effect shall be submitted. However, the Indian partner changes his technology providing partner in tender under consideration, the firm can't be considered for bulk/regular order.

(b) If the bidder, who has acquired the technology or in the process of acquiring the technology and does not have experience in manufacturing and supplying the tendered item, the bidder shall be considered only for developmental orders provided they fulfill the requirement of EC and meet the technical and functional requirements of the specification.

These bidders should submit along with their offer



the documentary evidence in favour of the manufacturer from whom technology is transferred for meeting the eligibility criteria. They should also submit their own credentials such as documented past performance (PO copies along with receipt notes / inspection certificates) of similar item OR details of M&P along with statement of Clause-wise compliance of STR is available.

(c) The ToT agreement duly signed by both the parties shall be submitted along with the offer.”

2.8. Clause (b), under, "offers received along with ToT and credentials of ToT providers" assumes significance in the present writ petition. The said clause (b) excludes bidders who do not have prior experience in manufacturing and supplying the tendered item from consideration in the “bulk orders” category and permits them to bid for “developmental orders” only.

2.9. It is the further case of the petitioner that, the petitioner is



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one of the bidders who has been excluded from consideration in the bulk orders category by virtue of the said clause.

2.10. In this context, it is further stated by the petitioner that, on 07.09.2021, the second respondent floated a tender in Tender No.06211331 for procurement of 630 Nos. of Flexible gangway with foot plate along with side fairings for Train 18 project. That Tender was also floated under two categories, namely, (i) Bulk and (ii) Developmental and the bidding type was a “Two stage Reverse Auction” process. The closing date of the tender was 25.10.2021 and the contract was to be completed by 15.11.2022.

2.11. The petitioner had participated in the said tender and submitted the initial bid on 13.10.2021 which was later revised on 18.10.2021.

2.12. There were 6 tenderers, 4 tenderers were qualified for



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bulk category and 2 for developmental category. Since 4 tenderers of the 6 were qualified for bulk category, as per the NIT, only 3 tenderers were to be selected to participate in the Reverse Auction process for bulk orders.

2.13. The petitioner further would state that, the Reverse Auction was held on 02.02.2022, 2 bidders were approved for developmental orders and 3 bidders including the petitioner were approved for bulk orders. The petitioner was categorised as L3 in the entire list and as L1 in the category of bulk orders by placing the lowest bid. However, the said tender so far has not been finalised.

2.14. However without finalising the first tender, the second respondent had floated another NIT vide Tender No. 06220072A on 19.02.2022 for the very same tendered item in Tender No.06211331, for 450 Nos. of the flexible gangway. In this tender also, the petitioner had participated.

2.15. It is the further case of the petitioner that, since the earlier



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tender in Tender No.06211331 was not finalised, though the petitioner was the L1 therein, no purchase orders was placed on the petitioner. Therefore this action on the part of the second respondent, according to the petitioner, thwarted the petitioner's chances of bidding in Tender No.06220072A as the new eligibility condition stated supra, places an embargo on the petitioner from participating. Therefore the petitioner was denied a reasonable, equal and fair opportunity to participate in the second tender for no fault of the petitioner.

2.16. In the meanwhile, the second respondent had floated another NIT vide Tender No. 06220076, dated 24.02.2022 with closing date as 28.03.2022. This tender was an exclusive developmental tender for the same tendered item. However, the quantity was reduced to only 90 Nos. The petitioner participated and ultimately he was given purchase orders for 15 numbers.

2.17. While that being so, the second respondent floated the



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impugned tender, under which, the conditions since had been imposed as extracted herein above, by which, since documentary evidence in favour of the manufacturer for whom technology is transferred for meeting the eligibility criteria is sought for and the petitioner could not fulfill the said condition because under the earlier tender, purchase orders also had not been given and the first tender mentioned above also has not been finalized, despite the petitioner being L1, it goes without saying that, the petitioner would be excluded from the purview of the present impugned tender. Therefore under these circumstances, challenging the said impugned condition in the impugned tender, i.e., clause (b) referred to above, the present writ petition has been filed with the aforestated prayer.

3. W.P.No.20290 of 2022 :

3.1. The case projected by the petitioner in this writ petition as per the affidavit averments is that, the petitioner, namely Avadh Rail Infra Limited was incorporated in 1980 as a company and became Indian Railways foremost manufacturer and RDSO approved supplier for critical rubber and rubber-to-metal bonded components for freight wagons,



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passenger coaches, locomotives and tracks etc.,

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3.2. The second respondent to explore the business opportunities emerging with the Indian Railways had invited e-tenders from established and reliable manufacturers for the supply of certain items. One such tender, i.e., e-tender was Tender No.06220076, dated 24.02.2022 which is related to flexible gangway with foot plate along with inner and outer fairings for emu train set (to be operated at 160 kmph speed / 180 Kmph test speed) to drg No.Train 18/TC/AC-2-5-001 alt-c and track parameters to drg No.Train18/TC/AC-2-5-003 alt-nil as per specnicf/md/spec-369, with annexure-bp”.

3.3. The petitioner company participated in the said tender by submitting its bid on 28.03.2022. In the said tender document, there is a restriction elaborated in Section II of Bid document under the heading "General conditions of Tenders", having sub heading "Developmental Orders", which reads thus :

"10.4.6. If new/un-tried tenderers have already



been considered for placement of developmental orders for same / similar items in previous two tenders for the same / similar item (similar item as defined in tender document) and / or their capacity and capability assessment is pending / firm has not reached to a stage of offering prototype, such firms shall not be considered for further developmental order till their capacity and capability assessment is successfully completed / firm offers prototype for inspection in pending cases.”

3.4. It is the case of the petitioner that by virtue of the said clause, the bidders are unfairly and unreasonably restricted for a reason that is beyond their ability and control. It is the further case of the petitioner that, even though there was such an arbitrary clause of the Tender, in respect of 1st Tender (06220076), dated 24.02.2022, the petitioner was not affected.

3.5. Since the petitioner has met the tender eligibility condition of the tender, dated 24.02.2022, it was waiting the placing of developmental orders of the second respondent.



3.6. While that being so, the second respondent issued further tender dated 05.05.2022 in Tender Number 06221324 relating to the same item.

3.7. The Bid conditions vide letter dated 07.04.2022 was also published for the second Tender, i.e., 05.05.2022 tender, which is only a replica of the earlier tender condition of the first tender.

3.8. In this tender also, the condition has been imposed in Clause 10.4.5 which reads thus :

"10.4.5. If new/un-tried tenderers have already been considered for placement of developmental orders for same / similar items in previous two tenders for the same / similar item (similar item as defined in tender document) and / or their capacity and capability assessment is pending / firm has not reached to a stage of offering prototype, such firms shall not be considered for further developmental order till their capacity and capability assessment is successfully completed / firm offers prototype for inspection in pending cases."

3.9. The said tender was published only on 07.04.2022. The



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second respondent issued a counter offer vide letter dated 23.06.2022 related to the first tender, i.e., vide Tender No.06220076 on 24.02.2022, wherein a special condition was imposed upon the petitioner company to submit one number prototype within a period of three months.

3.10. While the very tender condition contained in clause 10.4.5 in the second tender, vide Tender No.06221324 is hostile, arbitrary and unconstitutional, the second respondent herein vide email, dated 29.07.2022 rejected the petitioner company's Bid in the second tender vide Tender Number 06221324 for the reasons “Not eligible for any order” that one developmental order against tender No.06220076 (First Tender) is under issue.

3.11. Challenging the said rejection order, dated 29.07.2022, the present writ petition has been filed.

4. The respondents 1 and 2 have filed counter affidavit in



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W.P.No.20283 of 2022, where they stated the following :

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4.1. The petitioner had participated in the Tender Number 06211331 for procurement of 630 numbers of Flexible Gangway with foot plate along with fairings for Train 18 project with closing date 25.10.2021 and was advised that the petitioner is eligible for bulk order.

4.2. The petitioner statement that, they have supplied more than 200 flexible gangways to the Indian Railways and currently one among the few manufacturers of flexible gangway for Indian Railways is false one. The petitioner had supplied 208 numbers of flexible gangways to the second respondent against various past purchase orders for different type of coaches. The petitioner had supplied flexible gangways not as a manufacturer but only as an agent of an original equipment manufacturer, M/s. Hunanlince Rolling Stock Equipment Co., Ltd., China. These supplies did not involve any design, development or manufacturing on the part of the petitioner. The petitioner's role was only limited to being an interface between the Railways and OEM.

4.3. During the course of the tender committee proceedings,



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since many representation were received from various firms who were having Transfer of Technology agreements with OEM for manufacture of the subject item, the tender eligibility criteria as stipulated above did not cover such offers of firms having Transfer of Technology. Therefore it was observed that the eligibility criteria of the tender 06211331 was incomplete. Hence it was decided to discharge the tender on 14.03.2022 without the procurement. Hence the petitioner's statement that, the said Tender No.06211331 closing date 25.10.2021 is still open, is not correct.

4.4. It was further stated in the counter that, the averments of the petitioner that, the second respondent has issued a counter offer against the Tender No.06220076 closing date 28.03.2022 vide letter reference, dated 23.06.2022 to the petitioner where a special condition that, one number of prototype to be submitted within three months and the prototype will be put in field performance for six months was imposed, is not true, as it is part of tender condition as sub-clause (c) of eligibility criteria.

4.5. The other tender, namely NIT 06221324, closing date



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26.05.2022 was invited by the second respondent for the supply of 1140 numbers of the same item with the eligibility criteria. The conditions prescribed for regular order as well as developmental order.

4.6. Insofar as the special condition, i.e., 10.4.5 of bid document of Tender No.06221324 closing date 26.05.2022 is concerned, the said condition was incorporated in tender bid document since January 2021 and is applicable to all the tender floated by the second respondent to avoid placement of developmental orders repeatedly on one firm, which is yet to reach the stage of acquiring capability and capacity to manufacture the item as per the requirement of Railways and instead consider placement of such developmental orders on other tenderers who have not been placed with such developmental order earlier and meeting the criteria for placement of a developmental order.

4.7. This special condition was already a part of the standard Bid document and was applicable to all tenders floated by the second respondent even much earlier to the tenders referred to by the petitioners.

4.8. It is further stated in the counter that, the petitioner had



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the full freedom of not accepting the counter-offer issued to them against the Tender No. 06220076 and to keep their chances alive for getting order against their offer for Tender No.06221324.

4.9. It has been established that, the petitioner accorded their acceptance to the counter-offer issued to the Tender No.06220076, while being fully aware of the special condition, i.e., 10.4.5 as this condition was part of all the tenders mentioned by the petitioner and even earlier.

4.10. Finally the respondent in their counter stated that, three rakes of the Semi High Speed EMU Train set has been turned out so far and the production of such train sets is a feature that is endeavoured to be continued each year regularly. Therefore it is in the interest of the respondent to develop more vendors with a required capacity and capability to fulfill the requirement of Indian Railways at competitive prices. The tender condition 10.4.5 of Section-II of bid document of Tender No.06221324 closed on 25.05.2022 is included for developing more vendors and create a competitive environment for benefit of public procurement.



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4.11. By stating these averments in the counter affidavit, the respondents has prayed for dismissal of these writ petitions.

5. The petitioner in W.P.No.20283 of 2022 has filed additional affidavit, dated 14.10.22, where interalia the said petitioner has stated that, during pendency of this writ petition, certain developments had taken place. The petitioner was one of the successful bidders in Tender No. 06220076 floated by the respondents on 24.02.2022, subsequent to the same, a purchase order, dated 07.07.2022 was placed on the petitioner for 15 numbers of the tendered item. Vide letter dated 26.03.2022, the second respondent stipulated a special condition that, a prototype has to be offered within three months of purchase order, complying with the same, the petitioner had despatched its prototype of the tendered item on 06.07.2022 to the second respondent.

6. The petitioners prototype was received by the second respondent ICF on 15.09.2022 and the prototype of the petitioner was successfully



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installed in one of the Train 18 Vande Bharath high speed trains and the said train has been put in the track with petitioner's prototype running between Delhi and Una from 13.10.2022.

7. It is further stated in the additional affidavit of the petitioner that, the cost of the petitioner prototype is Rs.18,46,700/-, whereas the Indian Railways e- procurement system, through which it can be seen that the prices quoted by the proved sources for the prototype for the very same tender item is Rs.23,53,920/-

8. ARGUMENTS :

8.1. In support of the case projected by both the petitioner in these writ petitions, Mr.P.H.Arvinth Pandian, learned Senior counsel assisted by Mr.Vikram Veerasamy and Mr.Salai Varun, learned counsel appearing for the petitioners would contend that, insofar as the first tender, dated 07.09.2021, though the petitioner participated and he was entitled to get award of the contract, since he was the L1, so far no orders have been passed and in this context, the website of the respondents even still shows



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that, the tender is open and it has not been closed.

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8.2. Insofar as the second tender, dated 17.03.2022 is concerned, the learned Senior counsel for the petitioners would point out that, since it is exclusive for the bulk orders, since the petitioner was not eligible, as he was only a supplier at that time and there was no ToT arrangement, the petitioner was not considered and insofar as the petitioner's bid is concerned, which was closed in respect of the second tender.

8.3. Insofar as the third tender floated on 28.03.22 is concerned, since it is exclusively for developmental orders, the petitioner also one of the successful bidder, ultimately he was given the offer by the respondents for supply of 15 numbers of the flexible gangway and that was accepted by the petitioner. However, the main grievance of the petitioner, according to the learned Senior counsel is that, in respect of the fourth tender, dated 05.05.2022 for the supply of 1140 numbers of flexible gangways with foot plates are concerned, since it is for the bulk suppliers,



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i.e., 80% and 20% for developmental suppliers and the closing date was 25.05.2022, the condition imposed which is impugned herein in the writ petition in W.P.No.20283 of 2022 is concerned, the condition in clause (b) is that the bidder should submit along with their offer, the documentary evidence in favour of the manufacturer from whom technology is transferred for meeting the eligibility criteria. They should also submit their own credentials, such as documented past performance with PO copies along with receipts, notes / inspection / certificates of similar items or details of MNP along with statement of clause wise compliance of STR if available, is concerned such a clause which is impugned herein is not only onerous but it is a superfluous and moreover this clause has been specifically provided only to exclude the suppliers or bidders like the petitioners.

8.4. In this context, the learned Senior counsel would contend that, in respect of the earlier tenders which have been provided and 15 numbers have been awarded in respect of the third tender to the petitioner is concerned, no purchase order has been given and it was given only on 07.07.2022 to the petitioner, whereas the last date to submit the PO proof



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was 25.05.2022 in respect of the impugned tender. He would also submit that, insofar as the first tender dated 07.09.2021 for supply of 630 numbers of flexible gangway with foot plates are concerned, according to the petitioner it was still open and it was not concluded. Therefore, insofar as at least in these two tenders are concerned, wherein the petitioner became successful as in the first tender, he was the L1 and in the third tender he was granted for 15 numbers of supply by order, dated 07.07.2022, these delayed action on the part of the respondents in placing the P.O., i.e., the Purchase Order made purposely the petitioner in a piquant situation in not submitting the P.Os sought for as one of the condition precedent as per the impugned tender clause, i.e., clause (b) as stated above.

8.5. Therefore, the learned Senior counsel would submit that, such an arbitrary clause was only given in order to suit the convenience of some other suppliers who may be a huge multi national companies which is nothing but an arbitrary or colourable exercise of powers by the respondents in floating the tender by imposing the said condition.



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8.6. The learned Senior counsel in this context would further submit that, if these type of conditions which are impugned herein are accepted, that would sideline major domestic players like the petitioners in supplying the goods to the Railways like the flexible gangway etc., that too for the indigenously built Vande Bharath Train wagon which is one of the prestigious train being floated and run by Indian Railways.

8.7. This kind of onerous conditions or unwarranted conditions being imposed by the respondents should only be construed as a conditions imposed to suit the convenience of some individual suppliers or bidders by excluding others like the petitioner. Therefore it is nothing but an arbitrary exercise of power, hence, on that ground also the impugned condition is liable to be interfered with and based on which, if the tender document of the petitioner is rejected, that rejection order also is equally unlawful and therefore is liable to be interfered with.

9. In support of his contention, the learned Senior counsel would rely upon a Judgment of a Division Bench of the Delhi High Court in the matter of **Bhhaskar Shrachi Alloys Limited v. Union of India** made in



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C.W.P.No.4811 of 2001, dated 31.05.2002, where the learned Senior

counsel has relied upon the following passage.

"17. Interestingly, in the meantime the respondent keep on placing orders on the petitioner. On 31st October, 2000 the respondent No.2 had placed a development order for 1.68 lakh pieces out of which the petitioner offered 1.17 lakh pieces for inspection between 27th January, 2001 and 28th April, 2001 and was supplied during this period. No doubt the item in question is a safety item and any failure / defect of goods may lead to derailment. Even against the tender in question the respondents have placed an order of 2.5 lakh pieces on the petitioner. However, Goods supplied by the petitioner to the extent of 2.17 lakh pieces are treated as conforming to the standards and therefore, by necessary implication, conforming to safety standards as well but when it comes to making bulk supplies the petitioner is not treated as approved supplier as on 16th March, 2001 when most of the aforesaid supplies, on the basis of which the petitioner is treated as approved supplied were made before 16th March, 2001. The



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decision of the respondent does not appear to be bonafide in treating the petitioner as approved supplier only on 12th June, 2001 when the letter to this effect is issued. It is stated at the coast of repetition that the letter is issued on the basis of performance shown by the petitioner much before the 16th March, 2001. If on the basis of said performance much prior to 16th March, 2001, the petitioner can be approved as Part-II bulk supplier why the petitioner cannot be treated to be so on 16th March, 2001? By effecting the supplies to the satisfaction of respondents and on getting certificates to that effect the petitioner would have legitimate expectation of being treated as 'bulk supplier' in respect of tender issued thereafter. The delay in decision making process on the part of respondent would not be fair as it deprives the petitioner of its legitimate right and would be against Wednesbury's principle of arbitrariness. For all these reasons we are of the opinion that the petitioner should be treated to be Part-II bulk supplier even as on 16th March, 2001 when the tender in question was opened and the petitioner's tender should be considered accordingly, treating



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him as Part-II approved supplier."

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10. Relying upon the aforestated Judgment, the learned Senior counsel would contend that, insofar as the conditions imposed by the respondent in the impugned tender for production of P.O issued by the Railways as one of the condition precedent, since such a PO was given to the petitioner for the earlier tender only on 07.07.2022 and thereafter if those documents are to be produced before the closing date of the tender, which is impugned herein, since that was to be made on 25.05.2022, there was absolutely no chance for the petitioners to produce the P.Os. Even though the petitioner was eligible to get the P.Os even as on 25.05.2022 or well before that, as the tender floated dated 28.03.2022 was finalized well before the last closing date of the impugned tender, absolutely there was no reason or rhyme for the respondents to place the P.Os only on 07.07.2022, thereby the petitioner has been artificially made to be excluded from the purview of the impugned tender as the closing date of the impugned tender was 25.05.2022 before which he could not produce the P.Os.



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11. This kind of situation exactly has been dealt with by the Hon'ble Delhi High Court in the aforesaid Judgment and that kind of approach of the respondents, i.e., Railways was not approved or was negated, therefore the same logic would apply to the present facts of the case also, hence the petitioner is entitled to succeed in these writ petitions, the learned Senior counsel appearing for the petitioner contended.

12. On the other hand, Mr.R.Sankaranarayanan, learned Additional Solicitor General assisted by Mr.A.Kumaraguru, learned Senior Panel Counsel appearing for the respondents, on instruction and by relying upon various averments made in the counter affidavit would contend that, there are four tenders mentioned by the petitioners, insofar as the first tender, namely Tender No. 06221324 is concerned, it was floated on 07.09.2021 for the supply of 630 numbers of flexible gangway with foot plates and though it was processed initially for the reasons stated in the counter affidavit, it was not proceeded further and without procurement due to incomplete eligibility criteria, that was closed on 14.03.2022, therefore no award of contract was given to any bidder including the petitioner, hence, the stand



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taken by the petitioner that, the said tender still is alive or open is not correct and that stand is specifically denied in the counter affidavit also, the learned Additional Solicitor General submitted.

13. He would further submit that, insofar as the second tender, namely Tender No. 06220072A is concerned which was floated on 19.02.2022, which was exclusively for supply of bulk orders and the closing date was 17.03.2022 and admittedly the petitioner was not eligible since he was not a manufacturer in bulk to ICF and only was a supplier on behalf of a China company, therefore the question of participating in the tender or accepting his tender document in the said tender does not arise and this position infact has been accepted by the petitioner, he contended.

14. He would also submit that, insofar as the third tender in Tender No.06220076 is concerned, it was floated on 24.02.2022 and this was exclusively for supply of developmental supply and the closing date was 28.03.2022. The petitioner's bid was one of the eligible bid which was accepted and the petitioner even though was L7 since he was matched with



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L1, purchase order was given for 15 flexible gangway with foot plates for the petitioner on 07.07.2022.

15. The petitioner has accepted the said counter offer of ICF, i.e., the second respondent for 15 numbers through the IREPS portal knowing very well that it would be disqualified for future developmental tenders.

16. The learned Additional Solicitor General would further submit that, insofar as the present impugned tender with Tender No.06221324 is concerned, it was floated on 05.05.2022 for the supply of 1140 numbers of flexible gangway with foot plates, out of which 80% is for bulk supply and 20% for developmental supply and the closing date was 25.05.2022.

17. Insofar as 80% bulk supply was concerned, the prototype should have been submitted before the respondents on or before the closing date, however admittedly it was submitted only on 06.09.2022 as admitted by them in their additional affidavit which is much past of the closing date of the impugned tender.



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18. The petitioner should have been a manufacturer and there must have been an agreement with regard to ToT and as per the terms of clause 10.4.5 which is impugned herein, the petitioner must have fulfilled the conditions including the proof of counter offer, i.e., issuance of P.Os, i.e., Purchase Orders from the Railways. Since none of these conditions have been fulfilled by the petitioner he was not eligible for bulk supply, i.e., 80% of the supply under the impugned tender.

19. The learned Additional Solicitor General would further submit that, insofar as the 20% of the developmental supply is concerned, since the petitioner had accepted the developmental supply of 15 numbers under the earlier tender, dated 28.03.2022, with a condition that the petitioner would be disqualified for the future developmental tenders and the same having been accepted, the petitioner cannot now turn around and say that for at least developmental tenders he could have been considered. Since he became ineligible to be considered for developmental tenders in future, in view of the conditions imposed which was accepted by the petitioner at the time of



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awarding the contract for 15 numbers by way of Purchase Order, dated 07.07.2022, under the tender, dated 28.03.2022, this plea also raised by the petitioner for supply of even 20% developmental orders under the impugned tenders cannot be considered, accordingly, the petitioner can have no plausible reason or ground to attack or assail either the impugned tender document or the impugned conditions namely 10.4.5 of the tender document.

20. The learned Additional Solicitor General would also submit that, insofar as the conditions to be imposed in the tender document is concerned, the law is well settled as it is for the authority who call for the tender would decide as to what conditions can be imposed as tender conditions and once the tender conditions are accepted by the bidders and they made their bids by participating in the tender process, the question of challenging the same does not arise. Assuming that after participating in the tender if they choose to challenge the tender conditions on the ground that, such kind of tender condition is arbitrary or onerous or superfluous or unwarranted or it has been made only to exclude certain players like the petitioners, those kind of



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reasons would no way help to advance the case of the petitioners, because the said condition of 10.4.5 has been imposed not as first time in the impugned tender and this kind of clause is already available in the earlier tenders and even well before these series of tenders.

21. The reason for having such a clause in the tender document has been clearly mentioned in the counter affidavit to state that, in order to develop more vendors with required capacity and capability and to fulfill the requirement of Indian Railways at competitive prices, the tender condition 10.4.5 of Section II of bid document, i.e., 06221324 was included purely for the purpose of developing more vendors and create a competitive environment for the benefit of public procurement.

22. Therefore the learned Additional Solicitor General would contend that, these conditions are very well within the purview of the powers and jurisdiction of the tender calling authority, here the respondents Indian Railways, especially the second respondent, and therefore, the same cannot be termed as an arbitrary condition or unlawful or illegal or onerous



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condition and therefore the challenge made against these tender condition as well as the rejection order passed by the respondents, would not stand in the legal scrutiny and hence the prayer sought for in these writ petitions are devoid of merits and accordingly, these writ petitions are liable to be dismissed, he contended.

23. I have considered the rival submissions made by the learned Senior counsel appearing for the petitioners and the learned Additional Solicitor General appearing for the respondents.

24. Insofar as the plea raised by the petitioners side that, the first tender floated on 07.09.2021 has not so far been finalised is concerned, it has been categorically stated by the respondents in the counter affidavit and the arguments also was advanced by the respondents by the learned Additional Solicitor General that, the tender was closed on 14.03.2022 without procurement due to incomplete eligibility criteria and therefore the tender was not awarded to any bidder.



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25. In respect of the second tender, it is an admitted fact that, it was only for bulk supply and the petitioners admittedly at that time not a manufacturer and therefore they were not eligible for participating and getting the award of any contract for bulk supply of flexible gangway with foot plates and these factor also since has been admitted by the petitioners, the petitioners need not have any grievance on the second tender also.

26. Now the question is, whether the POs, i.e., Purchase Orders for the third tender floated on 28.03.2022 exclusively for developmental tender wherein the petitioner even though was L7, however since he matched with L1, 15 numbers of the items were directed to be supplied, have been purposely delayed in issuing the same to the petitioners, thereby the petitioners chance of participating successfully in the fourth tender, i.e., the impugned tender was thwarted by the respondents or not.

27. In order to answer this question, the learned Additional Solicitor General has submitted that, insofar as the fourth tender, i.e., the impugned tender is concerned, it was floated on 05.05.2022 and the closing date was



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25.05.2022 and insofar as the condition No.10.4.5 is concerned, it was not first time introduced or incorporated in the said tender document but it has been in the tender document since January 2021 and it is applicable to all the tenders floated by the second respondent to avoid placement of developmental orders repeatedly on one firm, which is yet to reach the stage of acquiring capability and capacity to manufacture the item as per the requirement of the Railways.

28. Therefore knowing well that, in respect of the tender dated 05.05.2022 with the closing dated, 25.05.2022 for the supply of 1140 numbers of flexible gangway with 80% bulk supply and 20% developmental supply, within the closing date, the petitioners could not file any evidence to substantiate that, the petitioners had enjoyed the Purchase Orders from the Railways, as that was one of the proof mandatorily required for the Railways for the consideration of the impugned tender, still has chosen to participate in the tender.

29. Insofar as the third tender is concerned, for the purpose of Purchase Orders for 15 numbers, the Purchase Orders was given on 07.07.2022, therefore, it shows that before getting this purchase order on



07.07.2022 the petitioners did not enjoy the benefit of having the Purchase Orders directly from the respondents either for developmental supply or for bulk supply.

30. Moreover insofar as making of bulk supply, i.e., 80% of flexible gangways, out of 1140, which was sought to be supplied under the impugned tender, dated 05.05.2002 it may be a huge quantity of such items which have to be supplied by the successful tenderer.

31. In this context, it is an admitted fact on the part of the petitioners that, so far the petitioners had made supply of about 200 numbers of such flexible gangway, that too not as manufacturer but only acted as a middle man or agent or interface, since the petitioners at the time of earlier supply, as claimed by them, had purchased the same from a foreign company, who is the manufacturer, and supplied the same to the Railways.

32. That is the reason why based on such experience when tender was floated, i.e., third tender, dated 28.03.2022, the petitioner even though originally was L7 but subsequently matched with L1, a part of the supply



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orders have been given to the petitioners for awarding contract of supply of

15 numbers of the flexible gangway materials.

33. This order was given to the petitioners only as developmental supply, because till such time, the petitioner did not have manufacturing facility even though it was the claim of the petitioners that now the petitioners have established a manufacturing unit and have a tie-up for transfer of technology and therefore with these capacity and capability, the petitioners can participate in the tender to take bulk orders.

34. However, the condition imposed by the respondents in respect of the impugned tender, i.e., clause (b) as well as the condition 10.4.5 are concerned, these conditions are not a new one and moreover these conditions have been imposed by the respondents Railways not for the purpose of eliminating any X or Y like the petitioners but these conditions would uniformly be applied to all the tenderers who wants to make the bid pursuant to the tender floated by the Railways.



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35. Moreover it is the definite stand of the respondents as projected in their counter affidavit and also on the basis of the arguments of the learned Additional Solicitor General that, the conditions were imposed only to develop more vendors with required capacity and capability and to fulfill the requirement of the Indian Railways at competitive prices. The tender condition 10.4.5 of Section II of bid document was included purely for the purpose of developing more vendors and to create a competitive environment for the benefit of the public procurement.

36. These kind of conditions imposed by the authority who floats the tender is purely on their prerogative and moreover technically it is for them to decide as to what are all the requirements and specifications, based on which what kind of conditions can be enforced in order to ensure that experienced people could participate in the tender process so that flawless supply of the materials that the Railways wants would be supplied by the tenderers without any hassle.

37. Moreover it was one of the main argument advanced by the learned Senior counsel appearing for the petitioners that, had the Railways provided the POs in respect of third tender, which was closed sometime or



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finalised sometime in May 2022, based on such Purchase Orders (POs), the petitioner could have fulfilled the condition imposed in the impugned tender before 25.05.2022, the date on which the impugned tender was closed. However the POs since was given only on 07.07.2022 belatedly, the petitioners chance of getting advancement in participating in the impugned tender is thwarted purposefully to avoid the petitioners to participate in the tender.

38. This kind of argument made on behalf of the petitioners, in the considered opinion of this Court, is illusory. The reason being that, if at all the petitioners want to participate in the impugned tender, what are all the conditions imposed therein should be fulfilled on or before the date given in the tender document itself.

39. Once the tender document is received or downloaded through online by any tenderer who wish to make it, after fulfilling everything, to the authority concerned, the moment it is submitted to the authority after filling



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up the tender document, it makes clear that, the tenderer has accepted all the conditions imposed by the authority. Once accepting the conditions and participated in the tender by filing the tender documents, thereafter no tenderer has a right to challenge the conditions of the tender afterwards, as that kind of practice is completely unapproved or deprecated by many number of orders passed by the Law Courts.

40. Further as to which condition to be imposed in the tender document is best, to be decided only by the authority who floats the tender and not by the Law Courts. This is also has been held in number of cases.

41. Illustratively some of the cases dealing with these aspects, where orders have been passed by various High Courts can be usefully pressed into service.

42. In 2013 SCC Online Del 1982 in the matter of Consortium of M/s. Siemens Aktiengesellschaft and Siemens Ltd., v. Delhi Metro Rail Corporation Ltd., and anr., the Division Bench of the High Court of Delhi



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has held as follows :

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"15. 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.* (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 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."



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WEB COPY 43. In 2014 SCC Online Bom 485 in the matter of Vascular Concepts Ltd., v. State of Maharashtra through Director of Health Services and Others, the Division Bench of the Bombay High Court in a tender related case has held as follows :

"26. Tata Cellular (supra) in terms hold that the terms of invitation to tender are not open to judicial scrutiny because invitation of tender is in the realm of contract and the decision to accept the tender or award contract is reached by process of negotiations through several tiers and such decisions are more often than not made by the experts. It highlights the principle that the Government must have freedom of contract and that apart from applying the Wednesbury principle of reasonableness, it must also be free from arbitrariness not affected by bias or by act of malafides.

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28. As far as law relating to tenders is concerned, the narrow scope for judicial review of tender conditions is well settled. In essence, the court can only interfere in policy decision if they are arbitrary, discriminatory or malafide and not otherwise. On analysing the aforesaid decisions it is evident that unless administrative action of State is against public interest, is arbitrary and malafide, the courts ought not to interfere in matters of commercial contracts. In many cases, the court would not have expertise to review administrative decisions and the court cannot risk to substitute its own decision. The court should also bear in mind that interfering with the decisions in the matter of award of contracts by the State would also impose heavy administrative burden, and therefore, the court should be cautious and reluctant to interfere with such decisions. The court should also note that a person who willingly participated in tender process had no right to challenge the tender conditions especially after undertaking in writing to comply with the tender terms. "



44. In 2021 SCC Online Del 5014 in the matter of Sabre Gibi Inc v.

AIR India Limited and another, a Division Bench of the High Court of Delhi,

in a tender related case has held as follows :

"45. Evaluating tenders and awarding contracts are essentially commercial transactions/contracts. If the decision relating to award of contract is in public interest, the Courts will not, in exercise of the power of judicial review, interfere even if a procedural aberration or error in awarding the contract is made out. The power of judicial review will not be permitted to be invoked to protect private interest by ignoring public interest. Attempts by unsuccessful bidders with an artificial grievance and to get the purpose defeated by approaching the Court on some technical and procedural lapses, should be handled by Courts with firmness. The exercise of the power of judicial review should be avoided if there is no irrationality or arbitrariness. In the matter on hand, we do not find any illegality, arbitrariness, irrationality or unreasonableness on the part of the expert body while in action. So also, we do not find any bias or mala fides either on the part of the corporation or



on the part of the technical expert while taking the decision. Moreover, the decision is taken keeping in mind the public interest and the work experience of the successful bidder."

(emphasis supplied)"

45. In 2022 SCC Online Cal 2690 in the matter of Airport Authority of India v. Masti Health & Beauty Private Limited and others, in a tender related case, a Division Bench of High Court of Calcutta has held as follows:

22. Legal position is also well settled that the scope of interference in tender matter or tender condition is limited. Hon'ble Supreme Court in the matter of *N.G. Projects Limited v. Vinod Kumar Jain* reported in (2022) 6 SCC 127 has taken note of the earlier judgment on the point and has reiterated that it is for the authority inviting the bids to see whether the bidder satisfies the tender conditions and that the Court should be reluctant to interfere with the contracts for want of necessary expertise. It has also been held that the approach of the Court should be not to find fault with magnifying glass in its hands. Hon'ble Supreme Court in this regard has held that:



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



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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 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)

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23. In the matter of *Agmatel India Private Limited v. Resoursys Telecom* reported in (2022) 5 SCC 362, Hon'ble Supreme Court has laid down the relevant principles in respect of interpretation of tender document and has held that the authority that authors the tender document is the best person to understand and appreciate its requirement and its interpretation should not be second guessed by a Court in judicial review proceedings. Hon'ble Supreme Court in this regard has held that:

“26. The abovementioned statements of law make it amply clear that the author of the tender document is taken to be the best person to understand and appreciate its requirements; and if its interpretation is manifestly in consonance with the language of the tender document or subserving the purchase of the tender, the Court would prefer



to keep restraint. Further to that, the technical evaluation or comparison by the Court is impermissible; and even if the interpretation given to the tender document by the person inviting offers is not as such acceptable to the constitutional court, that, by itself, would not be a reason for interfering with the interpretation given.”

24. In the matter of *National High Speed Rail Corporation Limited v. Montecarlo Limited* reported in (2022) 6 SCC 401, the Hon'ble Supreme Court has held that after knowing terms and conditions of the tender process and participating in the process it is not open to the bidder to raise grievances in respect of the clauses.

25. It is also worth noting that learned Single Judge in the present case has found that the clause 3(h) was tailor made to oust the writ petitioner but the said clause is uniformly applicable to all the bidders and the said clause was existing in the earlier tender also wherein the writ petitioner had participated without any objection. Hon'ble Supreme Court in the matter of *Balaji Ventures Pvt. Ltd. v. Maharashtra State Power Generation Company Ltd.* by order dated 11th of February, 2022 passed in SLP (C) 1616 of 2022 considering the similar issue has held that:



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“5.1 Now so far as the impugned Judgment and order passed by the High Court dismissing the writ petitions is concerned, what was challenged before the High Court was one of the tender conditions/clauses. The High Court has specifically observed and noted the justification for providing clause 1.12(V). The said clause was to be applied to all the tenderers/bidders. It cannot be said that such clause was a tailor made to suit a particular bidder. It was applicable to all. Owner should always have the freedom to provide the eligibility criteria and/or the terms and conditions of the bid unless it is found to be arbitrary, mala fide and/or tailor made. The bidder/tenderer cannot be permitted to challenge the bid condition/clause which might not suit him and/or convenient to him. As per the settled proposition of law as such it is an offer to the prospective bidder/tenderer to compete and submit the tender considering the terms and conditions mentioned in the tender document.

5.2 In the case of *Silppi Constructions Contractors v. Union of India*, (2020) 16 SCC 489, it is observed in para 20 as under:



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“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.”

5.3 In the case of *Montecarlo Limited v. National Thermal Power Corporation Limited*, (2016) 15 SCC 272, it is observed and held that the tender



inviting authority is the best person to understand and appreciate its requirement and tender documents, so long as there are no mala fides/arbitrariness etc. It is further observed and held that the Government must have freedom of contract and such action can be tested by applying Wednesbury principle and also examining whether it suffers from arbitrariness or bias or mala fides.”

46. Apart from the aforecited cases, there are plethora of decisions by the Law Courts which have, in unequivocal terms, held that, the tender document and the contract entered into pursuant to the tender document is purely a commercial transaction, wherein, the authority who floats the tender alone is entitled to fix the conditions and wherein the view of the Court cannot be employed as to which one would be the best condition that can be imposed or alternative condition whether can be imposed.

47. Moreover the Court must be slow in interfering with the tender matters unless and until the tender conditions are *per se illegal*, arbitrary, shocks the conscience of the Court and has been put in out of sheer malafide.



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48. These principles since have been already held in number of cases by Law Courts, if those principles are applied to the facts of these cases, this Court has no hesitation to come to the conclusion that, the arguments advanced by the petitioners side by projecting the cases of the petitioners are untenable and would not make any ground to have a successful challenge against the impugned documents.

49. The learned Senior counsel appearing for the petitioners infact has relied upon a decision of the High Court of Delhi in Bhhaskar Shrachi Alloys Limited case (cited supra), where we could find that, in that case, the contractor / supplier / tenderer after having made supply to the satisfaction of the respondents therein and on getting certificates to that effect, had participated in the tender, therefore the petitioners therein would have legitimate expectation of being treated as a bulk supplier in respect of tender issued thereafter. Therefore the Court held that, the delay in decision making process on the part of the respondents would not be fair as it deprives the petitioners of its legitimate right and would be against the Wednesbury's principle of arbitrariness.



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50. However in this case, it is an admitted case that, the petitioners have never made any supply to their own for bulk supply and out of the four tenders referred by the petitioners side, first tender was closed and no contract was awarded to any one. Insofar as the second tender is concerned, it is admittedly for the bulk supply, for which the petitioners are not eligible at that time as admittedly they did not have the manufacturing facility with ToT arrangement and insofar as the third tender is concerned, since it was exclusively for developmental supply and though the petitioner was L7 and since he matched with L1, a part of the supply was given to the petitioners, i.e., for 15 numbers and the petitioners knowing well that, while getting the contract for 15 numbers of developmental supply, he would become ineligible to participate in the subsequent developmental supply, because the petitioners by that time become eligible to participate for bulk supply as he claimed to have the manufacturing unit with ToT arrangement.

51. These factors would go to show that, the petitioners have not made any supply to the satisfaction of the respondents earlier by way of bulk



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supply and thereby they cannot be in a position to have a legitimate expectation and therefore, the principle enunciated in the said Judgment cited by the learned Senior counsel appearing for the petitioners would not in any way advance the case of the petitioners as the facts of that case is entirely different from the facts of the present case. Therefore that argument also citing the said Judgment made by the petitioners side is liable to be rejected.

52. Therefore since the petitioners have not made out any case to interfere either with the impugned conditions of the tender as well as the rejection order passed by the respondents based on the impugned conditions, both the writ petitions are liable to be rejected.

53. In the result, both the writ petitions are dismissed. Consequently, connected miscellaneous petitions are closed. However, there shall be no order as to costs.

31.10.2022



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Index : Yes

WEB COURT Speaking Order : Yes

tsvn

To

1. The Union of India
through the Railway Board,
Ministry of Railways,
Raisina Road,

60/62



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New Delhi – 110 001.

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2. The Principal Chief Material Manager
Integral Coach Factory
Administrative Building,
Integral Coach Factory,
Chennai – 600 038.



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R.SURESH KUMAR, J.

tsvn

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31.10.2022