



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION (L) NO.29700 OF 2026

M/s Vidya Caterers	}	Petitioner
Versus		
Bharat Petroleum Corp. Ltd & Ors.	}	Respondents

Mr. S. C. Naidu a/w Adv. Sean Wassoodew,
Adv.Ashna Shah for the Petitioner.

Mr. Nikhil Sakhardande a/w Ms Shubhra
Swami, Mr.R. V. Pawar, Mr. Amol Bavare,
Mr. Krishna Sarkate i/by Pragnya Legal for
Respondents.

**CORAM : MAHESH CHANDRA TRIPATHI, CJ. &
ADVAIT M. SETHNA, J.**

RESERVED ON: 30th SEPTEMBER, 2026.

PRONOUNCED ON: 9th OCTOBER, 2026

JUDGMENT: (Per Chief Justice)

1. Rule. Rule is made returnable forthwith. With the consent of the learned Counsel for the parties, Heard finally.
2. The instant Writ Petition has been preferred, *inter alia*, seeking the following substantive reliefs: -

“a. That a Writ of Certiorari or any other appropriate writ, order or direction be issued to Respondents 1 to 3 calling for the records and proceedings relating to GeM Bid No. GEM/2026/B/7565032/CRFQ No. 1000456762 for outsourcing canteen services at BPCL Mumbai Refinery and, after going into the legality and validity thereof, quash and set aside the technical disqualification/rejection of the Petitioner’s bid and the decision communicated by Respondent No. 2 on 24th August 2026;

b. That Respondents 1 to 3 be ordered and directed to evaluate/re-evaluate the Petitioner's technical bid strictly in accordance with Clause 1.2, 1.4 and 1.6 of the BQC read with Corrigendum No. 1 dated 8th June 2026 and, upon the Petitioner satisfying the said criteria, treat the Petitioner as a qualified bidder and consider/open its financial bid;

c. That Respondents 1 to 3 be restrained from applying the formula of dividing the total value of a multi-year Purchase Order/Work by its total contractual tenure where such formula is not stipulated in the tender and is contrary to Corrigendum No. 1"

Factual Matrix:-

3. The Petitioner is a partnership firm carrying on business of institutional, industrial and other catering and hospitality services. Respondent No. 1-Bharat Petroleum Corporation Ltd. ("**BPC**" for short) is a Government of India Enterprise. It floated an open tender for "Outsourcing of Canteen Services at Mumbai Refinery" for the period of three years vide GeM Bid No.GEM/2026/B/7565032 and CRFQ No. 1000456762. The tender was two-bid tender comprising Bid Qualification Criteria ("**BQC**" for short) and Price Bid. For properly appreciating the controversy, we reproduce the relevant clauses of the BQC, which read as under: -

1.2 Technical Criteria (Service):

The Bidder must have successfully executed /complete at least.

Criteria	Requirement (General) Rs. in Lakh	Requirement (MSE) Rs. in Lakh
One Purchase Order/Work of annualized basic value	Rs. 2069 L	Rs. 1758 L
OR		

Two Purchase Order/Work of annualized basic value	Rs. 1724 L	Rs. 1465 L
Three Purchase Order/Work of annualized basic value	Rs. 1379 L	Rs. 1172 L

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1.4 Documentary evidence required for 1.2:

Copies of contracts/work orders and documentary evidence of successful execution/completion in support of Past Experience of Similar Services along with name, address and contact details of clients shall be uploaded with the bid for verification.

Sub-Contractor Clause:

A job executed and completed by a bidder as a Sub-contractor shall be considered for the purpose of meeting the experience criteria of BQC subject to submission of following documents in support of meeting the “ Bidder Qualification Criteria:

- Copy of work order along with SOR issued by main Contractor.
- Copies of Completion Certificate(s) from the main Contractor.
- In addition, copies of Completion Certificate(s) from the end user/Owner/Project.
- Management Consultant (PMC) mentioning that the work has been executed by bidder as a sub-contractor or a copy of approval by end User/Owner for engaging the bidder as Subcontractor.
- The Completion Certificate shall have details like work order no, date, brief scope of work, ordered & executed value of the job, completion date etc., as required for qualification of the bidder in line with BQC.

1.5 Financial Criteria:

Criteria	Requirement
The minimum average annual financial turnover of the bidder during the last three years, ending on 31 st March of the previous financial year	Rs. 1030 Lakh
Net worth should be Positive as per latest audited financial statement	

1.6 Note to Bidders:

S.No.	Clause Title	Simplified Description
1	JV/Consortium	Bids from Joint Ventures or Consortium are not allowed.
2	Parent-Subsidiary Experience meeting Technical Criteria	If a subsidiary uses parent company's experience (or vice versa), a parental guarantee must be submitted. Bidder must meet financial and PPMII criteria.
3	Past Experience Timeline	Jobs awarded more than (7) years ago are acceptable only if completed within (7) years from the original bid due date.
4	Foreign Job Evaluation	For jobs executed abroad, only basic value is considered. INR conversion based

		on SBI TT selling rate on work order issue date.
5	Document Submission	Submit complete documents (PO, Contract, Completion Certificate etc.) in the first instance. No changes allowed after bid submission.
6	Shortfall Documents	Bidders are allowed to submit only supporting documents for clarification against already submitted qualifying documents/work orders. Bidders shall not be permitted to submit new qualifying documents(document related to new reference of work experience/work orders). Such submission shall not be considered for evaluation.
7	Financial Documents	Submit audited financials (Balance Sheet, P&L, ITR) for last three financial years ends or as followed by bidder. In case the financial year closing date is within 6 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. - In case the financial year closing date is within 6 – 9 months of original bid due date and Audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements. - In case, the financial year closing date is beyond 9 months of original bid due date, it is compulsory to submit the financial details of the immediate three preceding financial years.
8	TPIA Verification	BQC documents must be verified by NABCB – accredited TPIA. Alternatively, submit Annex-1 undertaking to provide TPIA docs if declared L1. Refusal leads to bid rejection.
9.	Reuse of Verified Documents	Already approved TPIA – verified documents for other jobs can be reused if unchanged and meet current BQC.

4. In the pre-bid meeting, queries were raised concerning Clause 1.2. Respondent No. 1, thereafter issued Corrigendum No.1 dated 8th June 2026, which reads as under: -

**CORRIGENDUM NO. 1 – Minutes of Pre-bid Meeting
CRFQ NO. 1000456762/GEM ID:GEM/2026/B/7565032**

This refers to queries raised by various bidders during Pre-bid Meeting and subsequent response.

Tender Title: “OUTSOURCING CANTEEN SERVICES FOR A PERIOD OF THREE YEARS” AT BPCL MUMBAI REFINERY																							
Corrigendum No. 1				Date : 08.06.2026																			
SL NO	Reference Document	Clause/ Article No/Page No.	Bidder’s query		BPCL’s repose																		
1.	BQC (Technical Criteria (Service))	Page 13/Point 1.2	<table><tr><th>Criteria</th><th>Requirement (General) Rs in Lakh</th><th>Requirement (MSE) Rs. in Lakh</th></tr><tr><td>One Purchase Order/Work of annualized basic value:</td><td>Rs. 2069L</td><td>Rs. 1758 L</td></tr><tr><td colspan="3">OR</td></tr><tr><td>Two Purchase Order/Work of annualized basic value:</td><td>Rs. 1724 L</td><td>Rs. 1465 L</td></tr><tr><td colspan="3">OR</td></tr><tr><td>Three Purchase Order/Work of annualized basic value</td><td>Rs. 1379 L</td><td>Rs. 1172 L</td></tr></table>	Criteria	Requirement (General) Rs in Lakh	Requirement (MSE) Rs. in Lakh	One Purchase Order/Work of annualized basic value:	Rs. 2069L	Rs. 1758 L	OR			Two Purchase Order/Work of annualized basic value:	Rs. 1724 L	Rs. 1465 L	OR			Three Purchase Order/Work of annualized basic value	Rs. 1379 L	Rs. 1172 L	Bidder to submit PO copy and corresponding satisfactory Work Completion Certificate (from client stating period of execution with date and value of executed job in that period) for each unique job of minimum 12 months duration without any break in service. POs with corresponding Work Completion Certificates of individual years for a multi-year contract may be considered. Only such POs and jobs without price escalation shall be considered. Example: A MSE vendor has a contract of value 40 Crore for 3-years and has submitted the following: Year 1: Work Completion certificate for 12 crore. Year 2: Work Completion certificate for 13 crore. Year 3: Running. The PO and Work Completion certificate only for Year 2 shall be considered (whichever is higher). Vendor shall have to submit PO copies and Work Completion certificates of 2 more unique jobs. Copies of contracts / work orders and documentary evidence of successful execution/completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification.	
Criteria	Requirement (General) Rs in Lakh	Requirement (MSE) Rs. in Lakh																					
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2.	Priced Bid	BoQ	Would CPI based manpower rate escalation be extended to vendor?		No. CPI based rate escalation would not be applicable for this tender.																		
3.	Priced Bid	BoQ (Item 300 and 310 – for all 03 years)	Requirement for Manpower items (Item 300 and 310 – for all 03 years)		Manpower based 02 items are on-demand basis, like during shutdown or turnaround activities.																		
4.	Scope of Work	Page 25/Point 5	Estimate for the amount/quantity of crockery/cutlery required for catering.		Identification and assessment of the quantity of cutlery to be supplied by the vendor shall be in vendor’s scope.																		
5.	Security Deposit Towards Performance:	Page 63/Para 2	In lieu of security deposit towards performance, Bidder shall submit bank guarantee (PBG) of equivalent amount of retention money (5% of contract value) before submission of 1st RA bill, valid for defects liability period of twelve months with further claim period of six months. Such BG can be for 5% of the contract value for the performance guarantee period, upfront, or for 5% of each running bill valid for the performance guarantee period.		The deduction of 5% value from each running bill shall not be applicable. Bidder to submit upfront PBG of 5% contract value with correct validity period as applicable.																		

All other terms and conditions of tender shall remain the same. Bid due date for the tender remains unchanged.

5. The Petitioner submitted its bid as an eligible Micro and Small Enterprise (“**MSE**” for short) along with requisite statutory, financial and technical documents. The Petitioner submitted three

separate Public Sector Undertaking (“**PSU**” for short) catering credentials in support of Clause 1.2 viz. (I) Mangalore Refinery and Petrochemicals Limited (“**MRPL**” for short) Work Order No. 4200006357-0; (ii) MRPL Work Order No. 4200008450-0; and (iii) Bharat Earth Movers Ltd. (“**BEML**” for short) Purchase Order No. 5900039214. The first MRPL credential was Work Order No. 4200006357-0 dated 15th August 2018 for running of a round the clock industrial canteen.

6. The contract period was from 9th January 2019 to 8th January 2021 i.e. 24 months. The MRPL documentation certified successful completion and satisfactory performance. The completion record shows execution approximately of Rs. 8.14 crores in the first year and approximately 12.25 crores in the second year. The second MRPL credential was Work Order No. 4200008450-0 dated 4th April 2022 for the period 27th April 2022 to 26th April 2024. The MRPL completion certificate dated 8th July 2024 records a Work Order value of Rs. 18,94,04,306/-. The third credential was BEML Purchase Order No. 5900039214 dated 3rd September 2021 for completed value of Rs. 25,51,81,041.60.

7. The Petitioner’s technical bid was thereafter shown/communicated as rejected with a generic remark stating that Bidder is found to not meet the BQC criteria.

Submissions of the Petitioner:-

8. Mr. Naidu, the learned Counsel for the Petitioner would submit that in an arbitrary manner, the Petitioner's technical bid was rejected. He would submit that consequently, the Petitioner made a detailed representation dated 21st August 2026 to the Respondents pointing out that the Petitioner fulfilled the applicable BQC on the basis of the annualized values stated in its qualifying credentials. He submits that at no point of time, the Respondents have disclosed the basis upon which those credentials were being disregarded. Only on 24th August 2026, through an email, the Respondent No. 2 for the first time disclosed the actual methodology adopted by them.

9. According to Mr. Naidu, the Respondents treated the first MRPL contract as a two year contract of Rs. 20.39 crores and divided the same by two to arrive at Rs. 10.195 crores. They treated the second MRPL contract as a two year contract of Rs.25.32 crores and divided the same by two to arrive at Rs. 12.66 crores and treated the BEML contract as a three year contract of Rs. 25.51 crores and divided the same by three to arrive at approximately Rs. 8.50 crores. The Respondents concluded that only the second MRPL credential met the threshold of Rs. 11.72 crores and that the other two credentials did not. He would submit

that the formula adopted by the Respondents is contrary to Clause 1.2. No such formula finds place in Clause 1.2 or elsewhere in the BQC.

10. Mr. Naidu would submit that the formula sought to be applied by the Respondents is directly contrary to Corrigendum No. 1, which expressly permits Work Completion Certificates (“**WCC**” for short) of individual years of a multi-year contract and whose own worked example selects the higher annual execution period rather than dividing the total contract value by the tenure.

11. Mr. Naidu would contend that a meeting was held at BPCL premises on 24th August 2026 at which the Respondents’ stand and the Petitioner’s objections were discussed. The Petitioner maintained that it was not seeking any relaxation or dilution of Rs. 11.72 crores threshold but only application of the BQC and Corrigendum in the manner in which they had been published and represented to the bidders. It is submitted that there is a material distinction between an arithmetical average and actual annual execution. The Respondents cannot prescribe one criterion in the tender and apply another at the stage of evaluation. It is submitted that having received no redress from the Respondent No. 1, the Petitioner, on 25th August 2026 also addressed a detailed representation to the Independent External Monitors (“**IEMs**” for

short) appointed in relation to the tender, invoking the independent review mechanism.

12. Mr. Naidu would next submit that despite the urgency expressly pointed out in the said representation, no response has been received from the IEMs until date. Mr. Naidu would submit that Clause 1.2 is ambiguous. It fails to specify whether the monetary threshold applies to each work, work of an individual or as an aggregate across works. Clause 1.2 uses the expression “annualised basis value” and explicitly omits the word “average”.

13. Mr. Naidu would then contend that the operative provision of the Corrigendum expressly permits the consideration of Purchase Orders with corresponding WCCs of individual years for a multi-year contract. It applied broadly to multi-year contracts without restricting the rule to running contracts. The Corrigendum explains that job must have minimum duration of 12 months without break and further says Purchase Orders with corresponding WCCs of individual years for a multi-year contract may be considered. The example is illustrative. An illustration cannot limit or narrow down the operative provision. The illustration gives an actual example of Rs. 40 crores/three year contract with reference to three year running. The example is purely illustrative and cannot restrict or alter the unqualified

operative rule. Under the Corrigendum's framework, if documentary evidence proves a specific executed amount in a completed year, the relevant higher executed year's value is taken as the qualifying value, rather than an arithmetical average.

14. In Mr. Naidu's submission, vide a formal pre-bid clarification issued to all bidders, the Corrigendum forms an integral part of the BQC and binds the BPCL to evaluate bids strictly according to its published terms. The BPCL cannot, post-bid, adopt a formula that derives an arithmetical average, especially after issuing an authoritative Corrigendum establishing how multi-year contracts and individual-year WCC would be considered.

15. According to Mr. Naidu, the operative portion does not mention ongoing multi-year or running contract. It does not state that in case of completed contract, average of Purchase Orders will be considered for multi-year contract. The illustration considers a hypothetical Purchase Order wherein third year is running. The said illustration cannot be considered as a clarification to Clause 1.2. The illustration is, infact, contrary to the introductory part of Clause 1.2. It is submitted that the Petitioner is having a long lasting experience in industrial catering for Government Purchase Orders, and its arbitrary exclusion from bid is contrary to public interest.

16. Mr. Naidu would urge that in light of the above, the Petition be allowed and Rule be made Absolute.

Submissions of the Respondents:

17. Per contra, Mr. Sakhardande, the learned Senior Counsel appearing on behalf of the Respondents would submit that the tender document prescribed a detailed procedure. Every bidder was required to satisfy the BQC. The BQC prescribed the requisite past experience of a bidder. The BQC provided three alternative routes by which a bidder could satisfy the requisite experience criterion. One Purchase Order/Work having an annualized basic value of at least Rs. 1758 lakhs, or two Purchase Orders/Works each having an annualized basic value of at least Rs. 1465 lakhs or three Purchase Orders/Works each having an annualized basic value of at least Rs. 1172 lakhs.

18. According to Mr. Sakhardande, in the instant case, having regard to Clause 1.2 and Clause 1.4 of the tender conditions, a MSE bidder seeking to qualify under the third alternative was required to demonstrate three successfully executed/completed Purchase Orders/Works each having an annualized basic value of not less than Rs. 11.72 crores. The BQC further required the bidder to furnish all relevant Purchase Orders/Work Orders/Contracts together with documentary evidence of

successful execution/completion in support of the experience relied upon.

19. Mr. Sakhardande would then submit that on 1st June 2026, a pre-bid meeting was held. In the said meeting, the Petitioner raised queries with regard to the technical criteria prescribed under the BQC, particularly in relation to the manner in which the said criteria was to be applied in case of ongoing or in-progress multi-year contracts. He would contend that, thereafter, on 8th June 2026, the said Corrigendum was issued setting out its responses and clarifications to the queries raised by the bidders during the pre-bid meeting. The Corrigendum specifically clarified the manner in which an ongoing/running multi-year contract was to be considered for the purpose of assessing compliance with the BQC.

20. Mr. Sakhardande relied upon the Additional Affidavit-in-Reply filed on behalf of the Respondents and submits that pursuant to the said tender, the Respondent No. 1 received total 8 number of bids. Out of the 8 bidders, 3 bidders were disqualified in the BQC evaluation while the remaining 5 bidders were found to qualify. Among the 3 disqualified bidders, 1 bidder did not submit relevant WCC of the Purchase Orders, while the other two bidders, including the Petitioner submitted Purchase Order documents

which did not meet the required threshold value and hence were rejected/disqualified.

21. It is further submitted that out of the 5 qualified bidders, 2 bidders submitted concluded contract documents in terms of Clause 1.2 of the BQC, while the remaining 3 bidders submitted documents in relation to ongoing contracts in terms of the Corrigendum. The price bids submitted by the above 5 number of bidders were thereafter scrutinized by Respondent No. 1 and after having scrutinized the price bids, it is in the process of awarding the tender to the L-1 bidder. L-1 bidder is qualified based on concluded contracts submitted by it as is evident from the following chart:

Particular	Document reference: MRPL WO JCD2022B54	Document reference: WO: IN-PB838372694118 19V	Document reference: IN-UP986948560774 00W
Contract Period	24 Months	36 Months	24 Months
Contract Status	Concluded	Concluded	Concluded
Contract execution details	Rs. 26.838 Cr.	Rs. 40.46 Cr.	Rs. 33.22 Cr.
Annualized Value Considered	Rs. 13.42 Cr.	13.48 Cr.	Rs. 16.61 Cr.
Applicable MSE threshold as per BQC (Three orders)	Rs. 11.72 Cr.	Rs. 11.72 Cr.	Rs. 11.72 Cr.
Inference	Submitted credentials meet the annualized threshold PO value as per BQC Criteria	Submitted credentials meet the annualized threshold PO value as per BQC Criteria	Submitted credentials meet the annualized threshold PO value as per BQC Criteria

The BQC evaluation was performed by the Respondent No. 1 accordingly. The question of referring to the Corrigendum therefore did not arise for the selection of L-1 bidder.

22. In support of the aforesaid submissions, Mr. Sakhardande relied upon the Judgment of Apex Court in ***Agmatel India Private Limited vs. Resoursys Telecom and Ors.***¹. This, to submit that the authority that authors the tender document is the best person to understand and appreciate its requirements and thus its interpretation should not be second guessed by a Court, in judicial review proceedings.

23. In light of all the above submissions, Mr. Sakhardande would urge that the Petition is devoid of merit and ought to be dismissed.

Findings and Conclusion:

24. We have heard the learned Counsel for the parties and with their assistance, perused the record.

25. At the outset, in respect of interpretation of tender document, what we find is that the scope of judicial review in contractual matters is very limited. Particularly in relation to the process of interpretation of tender document, it has been the subject matter of discussion in various decisions of the Apex Court. However, we would like to consider the Judgment of Apex

¹ (2022) 5 SCC 362

Court in ***Galaxy Transport Agencies vs. New J. K. Roadways, Fleet Owners & Transport Contractors***², wherein the Apex Court has considered the decision in ***Afcons Infrastructure Ltd. vs. Nagpur Metro Rail Corporation Ltd.***³ and the Apex Court has disapproved the interference by the High Court with the interpretation by the tender inviting authority.

26. In ***Agmatel India Private Limited*** (supra), the Apex Court held as under: -

24. The scope of judicial review in contractual matters, and particularly in relation to the process of interpretation of tender document, has been the subject-matter of discussion in various decisions of this Court. We need not multiply the authorities on the subject, as suffice it would be refer to the three-Judge Bench decision of this Court in *Galaxy Transport Agencies [Galaxy Transport Agencies v. New J.K. Roadways, Fleet Owners & Transport Contractors, (2021) 16 SCC 808 : 2020 SCC OnLine SC 1035]* wherein, among others, the said decision in *Afcons Infrastructure [Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818]* has also been considered; and this Court has disapproved the interference by the High Court in the interpretation by the tender inviting authority of the eligibility term relating to the category of vehicles required to be held by the bidders, in the tender floated for supply of vehicles for the carriage of troops and equipment.

25. This Court referred to various decisions on the subject and stated the legal principles as follows : (*Galaxy Transport Agencies case [Galaxy Transport Agencies v. New J.K. Roadways, Fleet Owners & Transport Contractors, (2021) 16 SCC 808 : 2020 SCC OnLine SC 1035]* , SCC paras 14-20)

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

² (2021) 16 SCC 808

³ (2016) 16 SCC 818

‘15. We may add that *the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents.* The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. ***It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given.***’

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

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

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

52. The High Court ought to have deferred to this understanding, unless it was patently perverse or mala fide. Given how BCCL's interpretation of these clauses was plausible and not absurd, solely differences in opinion of contractual interpretation ought not to have been grounds for the High Court to come to a finding that the appellant committed illegality.’

16. Further, in the recent judgment in *Silppi Constructions Contractors v. Union of India* [*Silppi Constructions Contractors v. Union of India*, (2020) 16 SCC 489] , this Court held as follows : (SCC pp. 501-02, para 20)

‘20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the state instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best

judge of its requirements and, therefore, the court's interference should be minimal. *The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted.* The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case.'

17. In accordance with these judgments and noting that the interpretation of the tendering authority in this case cannot be said to be a perverse one, the Division Bench ought not to have interfered with it by giving its own interpretation and not giving proper credence to the word "both" appearing in Condition No. 31 of the NIT For this reason, the Division Bench's conclusion [*New JK Roadways v. State (UT of J&K)*, 2020 SCC OnLine J&K 733] that JK Roadways was wrongly declared to be ineligible, is set aside.

18. Insofar as Condition No. 27 of the NIT prescribing work experience of at least 5 years of not less than the value of Rs 2 crores is concerned, suffice it to say that the expert body, being the Tender Opening Committee, consisting of four members, clearly found that this eligibility condition had been satisfied by the appellant before us. ***Without therefore going into the assessment of the documents that have been supplied to this Court, it is well settled that unless arbitrariness or mala fide on the part of the tendering authority is alleged, the expert evaluation of a particular tender, particularly when it comes to technical evaluation, is not to be second-guessed by a writ court.*** Thus, in *Jagdish Mandal v. State of Orissa* [*Jagdish Mandal v. State of Orissa*, (2007) 14 SCC 517] , this Court noted : (SCC pp. 531-32, para 22)

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

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

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

OR

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

(ii) Whether public interest is affected.

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

19. Similarly, in *Montecarlo Ltd. v. NTPC Ltd.* [*Montecarlo Ltd. v. NTPC Ltd.*, (2016) 15 SCC 272] , this Court stated as follows : (SCC p. 288, para 26)

'26. We respectfully concur with the aforesaid statement of law. We have reasons to do so. In the present scenario, tenders are floated and offers are invited for highly complex technical subjects. It requires understanding and appreciation of the nature of work and the purpose it is going to serve. It is common knowledge in the competitive commercial field that technical bids pursuant to the notice inviting tenders are scrutinised by the technical experts and sometimes third-party assistance from those unconnected with the owner's organisation is taken. This ensures objectivity. Bidder's expertise and technical capability and capacity must be assessed by the experts. In the matters of financial assessment, consultants are appointed. It is because to check and ascertain that technical ability and the financial feasibility have sanguinity and are workable and realistic. There is a multi-prong complex approach; highly technical in nature. The tenders where public largesse is put to auction stand on a different compartment. Tender with which we are concerned, is not comparable to any scheme for allotment. This arena which we have referred requires technical expertise. Parameters applied are different. Its aim is to achieve high degree of perfection in execution and adherence to the time schedule. But, that does not mean, these tenders will escape scrutiny of judicial review. Exercise of power of judicial review would be called for if the approach is arbitrary or mala fide or procedure adopted is meant

to favour one. The decision-making process should clearly show that the said maladies are kept at bay. ***But where a decision is taken that is manifestly in consonance with the language of the tender document or subserves the purpose for which the tender is floated, the Court should follow the principle of restraint. Technical evaluation or comparison by the Court would be impermissible.*** The principle that is applied to scan and understand an ordinary instrument relatable to contract in other spheres has to be treated differently than interpreting and appreciating tender documents relating to technical works and projects requiring special skills. The owner should be allowed to carry out the purpose and there has to be allowance of free play in the joints.'

20. This being the case, we are unable to fathom how the Division Bench, on its own appraisal, arrived at the conclusion that the appellant held work experience of only 1 year, substituting the appraisal of the expert four-member Tender Opening Committee with its own."

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.

27. In ***Galaxy Transport Agencies*** (supra), the Apex Court held as under: -

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

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

conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given.”

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

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

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

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

16. *Further, in the recent judgment in Silppi Constructions Contractors v. Union of India [Silppi Constructions Contractors v. Union of India, (2020) 16 SCC 489] , this Court held as follows : (SCC pp. 502-503, para 20)*

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

arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case.”

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

18. *Insofar as Condition 27 of the NIT prescribing work experience of at least 5 years of not less than the value of Rs 2 crores is concerned, suffice it to say that the expert body, being the Tender Opening Committee, consisting of four members, clearly found that this eligibility condition had been satisfied by the appellant before us. Without therefore going into the assessment of the documents that have been supplied to this Court, it is well settled that unless arbitrariness or mala fide on the part of the tendering authority is alleged, the expert evaluation of a particular tender, particularly when it comes to technical evaluation, is not to be second-guessed by a writ court. Thus, in Jagdish Mandal v. State of Orissa [Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517], this Court noted : (SCC pp. 531-32, para 22)*

“22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made “lawfully” and not to check whether choice or decision is “sound”. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:

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

OR

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

(ii) Whether public interest is affected.

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

19. Similarly, in *Montecarlo Ltd. v. NTPC* [*Montecarlo Ltd. v. NTPC*, (2016) 15 SCC 272], this Court stated as follows : (SCC p. 288, para 26)

"26. We respectfully concur with the aforesaid statement of law. We have reasons to do so. In the present scenario, tenders are floated and offers are invited for highly complex technical subjects. It requires understanding and appreciation of the nature of work and the purpose it is going to serve. It is common knowledge in the competitive commercial field that technical bids pursuant to the notice inviting tenders are scrutinised by the technical experts and sometimes third-party assistance from those unconnected with the owner's organisation is taken. This ensures objectivity. Bidder's expertise and technical capability and capacity must be assessed by the experts. In the matters of financial assessment, consultants are appointed. It is because to check and ascertain that technical ability and the financial feasibility have sanguinity and are workable and realistic. There is a multi-prong complex approach; highly technical in nature. The tenders where public largesse is put to auction stand on a different compartment. Tender with which we are concerned, is not comparable to any scheme for allotment. This arena which we have referred requires technical expertise. Parameters applied are different. Its aim is to achieve high degree of perfection in execution and adherence to the time schedule. But, that does not mean, these tenders will escape scrutiny of judicial review. Exercise of power of judicial review would be called for if the approach is arbitrary or mala fide or procedure adopted is meant to favour one. The decision-making process should clearly show that the said maladies are kept at bay. But where a decision is taken that is manifestly in consonance with the language of the tender document or subserves the purpose for which the tender is floated, the court should follow the principle of restraint. Technical evaluation or comparison by the court would be impermissible. The principle that is applied to scan and understand an ordinary instrument relatable to contract in other

spheres has to be treated differently than interpreting and appreciating tender documents relating to technical works and projects requiring special skills. The owner should be allowed to carry out the purpose and there has to be allowance of free play in the joints.”

20. *This being the case, we are unable to fathom how the Division Bench [New J.K. Roadways v. State (UT of J&K), 2020 SCC OnLine J&K 733] , on its own appraisal, arrived at the conclusion that the appellant held work experience of only 1 year, substituting the appraisal of the expert four-member Tender Opening Committee with its own.”*

28. In ***Silpi Constructions Contractors vs. Union of India***⁴, the Apex Court has held as under: -

“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.”

29. In ***Montecarlo Ltd. vs. NTPC Ltd.***⁵, the Apex Court held as under: -

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

4 (2020) 16 SCC 489)

5 (2016) 15 SCC 272

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

30. In ***M/S Michigan Rubber(I) Ltd vs State Of Karnataka & Ors.***⁶, the Apex Court emphasized that tender conditions are not to be interfered with under Article 226 of the Constitution of India unless there is a case of public interest detriment, arbitrariness, or *mala fide* conduct, and the appellant therein had failed to make such a case.

31. This Court in exercise of its writ jurisdiction, would not normally interfere with the policy decision and in matters challenging the award of contract by the State or public authorities. As noted in various decisions, the Government and their undertakings must have a free hand in setting terms of the

⁶ (2012) 8 SCC 216

tender and only if it is arbitrary, discriminatory, *mala fide* or actuated by bias, the Courts would interfere. The Courts cannot interfere with the terms of the tender prescribed by the Government because it feels that some other terms in the tender would have been more fair, wiser or logical.

32. In view of the judgments cited (*supra*), it is amply clear that 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 subservient thereto. In such matters, ordinarily, the Court would exercise restraint. The technical evaluation or comparison in tender matters, by the Court is impermissible. 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 by the author/s of the tender.

33. In the instant case, what we find is that the BPCL invited bids prescribing specific BQC, which were required to be satisfied by every bidder. The BQC, *inter alia*, prescribed requisite past experience by a bidder with reference to annualized basic value. As the instant case, under the BQC, one Purchase Order/Work

required annualized basic value of at least 17.58 crores, two Purchase Orders/Works required an annualized basic value of at least Rs. 14.65 crores and three Purchase Orders/Works required an annualized basic value of at least Rs. 11.72 crores.

34. Further, in the instant case, having regard to Clause 1.2 and Clause 1.4 of the tender conditions, a MSE bidder seeking to qualify under the third alternative was required to demonstrate three successfully executed/completed Purchase Orders, each having an annualized basic value of not less than Rs. 11.72 crores. The BQC further required the bidder to furnish all relevant Purchase Orders together with documentary evidence of successful execution/completion in support of the experience relied upon.

35. Upon perusal of the record, we find that on 1st June 2026 a pre-bid meeting was held. In the said meeting, the Petitioner raised queries with regard to the BQC particularly in relation to the manner in which the said criteria was to be applied in case of ongoing or in-progress multi-year contracts. On 8th June 2026, the Corrigendum was issued setting out its responses and clarifications to the queries raised by the bidders during the pre-bid meeting. The Corrigendum specifically clarified the manner in which an ongoing/running multi-year contract was to be considered for the purpose of assessing compliance with the BQC.

36. We have noticed that pursuant to the said tender, the Respondent No. 1 received total 8 number of bids. Out of the 8 bidders, 3 bidders were disqualified in the BQC evaluation while the remaining 5 bidders were found to qualify. Among the 3 disqualified bidders, 1 bidder did not submit relevant WCCs of Purchase Orders while the other 2 bidders, including the Petitioner submitted Purchase Order documents which did not meet the required threshold value and hence were rejected/disqualified.

37. We find that out of the 5 qualified bidders, 2 bidders submitted concluded contract documents in terms of Clause 1.2 of the BQC, while the remaining 3 bidders submitted documents in relation to ongoing contracts in terms of the Corrigendum. The price bids submitted by the above 5 number of bidders were thereafter scrutinized by Respondent No. 1 and after having scrutinized the price bids, it is in the process of awarding the tender to the L-1 bidder, on the basis that the said L-1 bidder qualified based on concluded contracts submitted by it, as is evident from the chart extracted above. The BQC evaluation was performed by the Respondent No. 1 accordingly. The question of referring to the Corrigendum, therefore, did not arise for the selection of L-1 bidder.

38. In order to satisfy the tender conditions 1.2 and 1.4, the Petitioner submitted the three credential, details of which are as follows:-

Particular	Document reference: MRPL WO 400006357-0	Document reference: MRPL WO 4200008450-0	Document reference: BEML PO 5900039214
Contract Details	Two-year contract of value Rs. 20.39 Cr	Two-year contract of value Rs. 25.32 Cr	Three-year contract of value Rs. 25.51
Annualized Value Computation	Rs. 10.195 Cr	Rs. 12.66 Cr	8.5 Cr
Applicable MSE threshold as per BQC (Three orders)	11.72 Cr	11.72 Cr	11.72 Cr
Conclusion	Submitted credentials do not meet the annualized threshold PO value as per BQC Criteria.	Submitted credentials meet the annualized threshold PO value as per BQC Criteria	Submitted credentials do not meet the annualized threshold PO value as per BQC Criteria

39. Considering the aforesaid credentials, the Respondents have computed the annualized value as 10.195 crores in respect of the first document reference and as such, the credentials did not meet the annualized threshold Purchase Order value as per the BQC criteria. Similarly, in respect of the second document, the annualized value was computed as 12.66 crores which was higher the threshold of 11.72 crores. The second credential met the annualized threshold Purchase Order value as per the BQC criteria. As per the third document reference, the annualized value computation was at Rs. 8.5 crores, which was below the threshold

of Rs. 11.72 crores and as such, the credentials did not meet the annualized threshold as per the BQC criteria.

40. In light of the above, it is writ large that even though as per the BQC, the Petitioner submitted the aforementioned three references i.e. Purchase Orders, considering the BQC Clauses 1.2 and 1.4 as the MSE annualized the basic value as applicable, the MSE threshold as per BQC stood at Rs. 11.72 crores. Admittedly, the two other years did not meet the annualized threshold Purchase Order value as per the BQC, and therefore, the technical bid of the Petitioner was rightly rejected, in the given facts and circumstances.

41. Mr. Naidu, the learned Counsel for the Petitioner relied upon the Corrigendum No. 1 by which the Respondent No. 1 clarified that the bidder should submit Purchase Order copy and corresponding satisfactory WCCs, for each unique job of minimum 12 months duration without any break in service. It was also clarified that the Purchase Orders with corresponding WCCs of individual years for a multi-year contract may be considered. Much emphasis has been placed upon the corresponding WCCs to the extent that the annualized basis value would be evaluated on WCCs of individual years for multi-year contract.

42. The interpretation which Mr. Naidu tried to impress upon the Court is unsustainable in view of the facts and circumstances of this case as Clause 1.2 of the tender condition deals with the bidders those have successfully executed/completed at least in case of one Purchase Order/Work of annualized basic value of Rs. 17.58 crores, in case of two Purchase Orders/Work of annualized basis value of Rs. 14.65 crores and in case of three Purchase Orders/Works of annualized basic value of Rs. 11.72 crores.

43. Admittedly, in the instant case, what we find is that the Petitioner has submitted the bid on the basis of three Purchase Orders, as the Petitioner falls under the third category. As discussed above, except the documents under Reference No. MRPL WO 4200008450-0, the Petitioner does not satisfy the required annualized value threshold of Rs. 11.72 crores in terms of Clause 1.2 of the tender conditions. As the Respondents had successfully demonstrated before us that the Corrigendum was only issued to widen the zone of consideration and thereby seek wider participation with a further object to introduce and include the category of bidders with ongoing contracts and not to restrict participation only to bidders with completed contracts, with a view to facilitate healthy competition. Therefore, we can safely observe that the Corrigendum applies only to the bidders who have

participated on the basis of ongoing Purchase Orders and not *qua* completed/concluded contracts.

44. In view of the categorical averments in the Additional-Affidavit-in-Reply of the Respondent which has been placed before us, it is evident that the L-1 bidder has been selected with complete disclosure and transparency. Three contracts performed by the said bidder have been taken into consideration wherein annualized value have been Rs. 13.42 crores, Rs. 13.48 crores and Rs. 16.61 crores. All the three annualized values were applicable as per the BQC, which admittedly met the annualized threshold Purchase Order value as per the BQC criteria in terms of Clause 1.2 of the BQC. To the contrary, *vis-a-vis* in respect of the past two works, the Petitioner did not meet the requisite criteria.

45. In view of the aforesaid, we can safely observe that while allotting the contract in favour of the L-1 bidder, in fact, the Corrigendum had no role to play. Moreover, the Petitioner admittedly participated in the bid only on the basis of completed contracts whereas the selection of L-1 bidder is also on the basis of completed contract having met the annualized value threshold as per the BQC criteria.

46. We are of the clear view that as held by Courts in the decisions cited (*supra*), we cannot substitute our views and/or

interpretation for that of the author of the contract/tender document. The case of the Petitioner as espoused by Mr. Naidu that the Respondents have changed / altered the tender conditions midway by changing the criteria/goalpost does not persuade and/or appeal to us, in the given facts. Moreover, in the absence of any *mala fides* alleged, manifest arbitrariness and/or illegality which would otherwise strike at the root of the matter, we see no reason to interfere in exercise of our extra-ordinary jurisdiction under Article 226 of the Constitution of India, in this proceeding.

47. In view of the aforesaid discussion, we do not find any merit in the Writ Petition. Petition is dismissed. Rule is discharged.

JAYANT
VISHWANATH
SALUNKE

Digitally signed by
JAYANT VISHWANATH
SALUNKE
Date: 2026.10.09
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[ADVAIT M. SETHNA, J.]

[CHIEF JUSTICE]