

APHC010143272026



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3332]

FRIDAY, THE EIGHTH DAY OF MAY
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE RAVI CHEEMALAPATI

WRIT PETITION NOs: 7552 and 13218 of 2026

Between:

M/s., Precision Infratech Private Limited.,

...PETITIONER

AND

State Of Andhra Pradesh and Others

...RESPONDENT(S)

Counsel for the Petitioner:

1. SRICHARAN TELAPROLU

Counsel for the Respondent(S):

1. UNNAM AKHIL CHOWDARY

2. GP FOR IRRI AND CAD

RESERVED ON: 05.05.2026

PRONOUNCED ON: 08.05.2026

UPLOADED ON: 08.05.2026

The Court made the following common order:

The case of the petitioner is that, pursuant to the G.O.Rt.No.339 dated 30.06.2025, the Superintending Engineer (3rd respondent) issued a Tender Document E-Procurement Notice Inviting Tender NIT No.19/2025-26, dated 09.01.2026 inviting bids for execution of "Repairs, Servicing and replacement

of Mechanical and Electrical Components on four arms and embankments of Sir Arthur Cotton Barrage", and the eligibility criteria relates to experience in executing similar works, minimum financial turnover and Technical capacity.

2. In the said tender, it was mentioned that the tender schedule download closing date as 27-01-2026 at 4.30 pm, Bid Submission closing date as 27-01-2026 at 4.30 pm; Technical Bid Opening Date as 27-01-2026 at 4.31 PM and Price Bid Opening date as 29-01-2026 at 11 am. Later, for the reasons best known to the Respondents 1 to 3, the tender was made invisible in the portal before the Bid Submission ending date, as such, the petitioner addressed an email on 27-01-2026 at 12-45 PM to the notified email ID informing the difficulty and requesting an extension of the bid submission date. Thereafter, the same tender document was again uploaded on 27.01.2026, changing the tender schedule download closing date to 10-02-2026 at 2.00 pm; Bid Submission closing date to 10-02-2026 at 4.00 pm; Technical Bid Opening Date to 10-02-2026 at 4.30 PM; and Price Bid Opening Date to 12-02-2026 at 11 am.

3. The petitioner along with its JV Partner M/s. Swapna Projects Private Limited, being fully qualified as per the original tender conditions, submitted its bid within the stipulated time i.e., on 04-02-2026.

4. While so, the Superintending Engineer-3rd respondent, issued Corrigendum-1 on 04-02-2026 notifying the details of designated stacking yard for stacking of dismantled components and payment details; Corrigendum-2 on 09-02-2026 again extending the timelines prescribing the

tender schedule download closing date as 20-02-2026 at 11.00 AM; Bid Submission closing date as 20-02-2026 at 4.00 pm; Technical Bid (PQ Stage) Opening Date as 20-02-2026 at 4.30 PM and Price Bid (Commercial Stage) Opening date as 23-02-2026 at 11 am; Corrigendum-3 on 14-02-2026, introducing new eligibility conditions, namely requirement of workshop within 500 km from the project site and local Class-I contractor (Electrical) registration in the State of Andhra Pradesh during the tender process.

5. It is the case of the petitioner that, there is no issue with regard to Corrigendum-1 & 2 but the Corrigendum-3 was issued with new eligibility conditions on 14.02.2026, after the petitioner submitted its bid on 04-02-2026. The petitioner sent an email to the designated email-ID on 16-02-2026 raising objection to the new eligibility conditions and requested for review. Despite the same, the technical bids were opened on 20-02-2026 wherein only the 5th respondent was said to have qualified in view of the new conditions under Corrigendum-3 and the price bid was confirmed in favour of the 5th respondent. It is the further case that, the said issue was discussed in the meeting held on 09-03-2026 before the State Level Technical committee and the contract agreement is yet to be entered with the 5th respondent.

6. Challenging the new conditions prescribed in the Corrigendum-3 dated 14.02.2026, the petitioner filed W.P.No.7552 of 2026.

7. In the said writ petition, the 3rd respondent filed counter affidavit and vacate stay petition and also filed a memo dated 01.05.2026 communicating

the minutes of State Level Technical Committee dated 09.03.2026 which contains the reasons for rejecting the petitioner's technical bid. On noticing the said minutes, the petitioner filed W.P.No.13218 of 2026 questioning the same.

8. Inasmuch as both the writ petitions are connected and the parties are one and the same, they are heard together and disposed of under this common order.

9. Heard Sri Sricharan Telaprolu, learned counsel for the petitioner, Sri Somaraju Yelisetti, learned Government Pleader for Irrigation, Sri Unnam Muralidhar, learned senior counsel assisted by Sri Unnam Akhil Chowdary, learned counsel for the 5th respondent.

10 (a). Learned counsel for the petitioner in elaboration to what has been stated in the affidavit contended that, by issuing Corrigendum-3 dated 14.02.2026, the respondent authorities have inserted entirely new eligibility conditions which are tailor made, completely altering the eligibility criteria, after the commencement of the tender process, which is impermissible under law. He further submitted that, the prescription of new condition of having work shop within 500 km from the work site would render the clause impractical since 500 km from the work site would cross the State of A.P., and the other condition of having A.P. Electrical Class-I registration would also become impractical since it would be impossible for the bidders, who does not

possess, to obtain the same within 5 days from the issuance of the said Corrigendum-3.

(b) He further submitted that, the subject tender relates to Fabrication work, for which, the bidder is required to be registered as a Special Class contractor (Fabrication and Erection of Structural Steel) with the Government of Andhra Pradesh (1st Respondent) which was prescribed in the original tender document and the petitioner already possess the same. However, the 3rd respondent has issued Corrigendum-3 with new prescriptions of having a local registration as Class-I contractor (Electrical) only to favour the Respondent No.5 who alone has the said local registration as Class-I contractor (Electrical) and the workshop within 500 km and thus disqualified the petitioner and declared the 5th respondent as successful bidder. He further submitted that, the 3rd respondent in the counter, on one hand stated that there are no bidders as such the timeline was extended twice and to the contrary, issued Corrigendum-3, to eliminate bidders by prescribing new conditions. If the Corrigendum-3 is not issued there is a possibility of more bidder participation and many of the bidders might have turned back in view of Corrigendum-3. Thus the entire decision making process as well as the process of conducting the tender is wholly illegal and arbitrary and made only to facilitate the 5th respondent. He further submitted that, the Respondents 1 to 3, being the State authorities, are bound to act in conformity with the equality principle in as much as the State instrumentalities cannot act arbitrarily in awarding

contracts and the impugned Corrigendum-3 is in clear violation of the equality principle.

(c) Learned counsel for the petitioner further submitted that, after filing the writ petition questioning the Corrigendum-3, the 3rd respondent has furnished the minutes of the meeting dated 09.03.2026 by way of memo dated 01.05.2026 wherein the reasons for rejecting the petitioner's technical bid were shown. The reasons stated by the 3rd respondent are that the JV member has produced contractor registration of Telangana state, the petitioner has produced GST registration of Gujarat State and that the prime quantities requirement is not satisfied as per eligibility criteria stipulated in the bid document. He further submitted that, the said reasons are unsustainable because the petitioner, being the lead partner has the contractor registration of State of Andhra Pradesh which would satisfy the requirements and; the tender notice itself prescribes that, if not already having AP GST registration, an undertaking to obtain the same before entering into LOA to be given, which was already submitted by the petitioner. He further submitted that, as per the bid documents the minimum quantity required for supply of Fabrication and Erection is 872.28 MT during any one year in the last 10 years whereas the petitioner and the JV partner have executed more than the minimum quantity required. Hence, the rejection of the technical bid of the petitioner for the stated reasons is unsustainable and is totally without application of mind. As such, prayed to set aside the entire tender process by allowing both the writ petitions.

11 (a). On the other hand, learned Senior counsel for the 5th respondent contended that, Corrigendum-3 is not the reason for petitioner's disqualification or for the acceptance of 5th respondents' bid. In the counter filed by the 2nd respondent, it was mentioned that petitioner's disqualification was primarily based on the reason that all the bidders were supposed to have undertaken at least 872.28 MT of Supply, Fabrication and Erection works in at least one year within last 10 years and the petitioner does not possess the required experience. He further submitted that, as per special conditions of the initial notice inviting tender (at para 38(27)) the experience certificates, to prove the same, have to be signed by the relevant Executive Engineer and Counter signed by a Superintending Engineer or any other superior officer but the documents submitted by the petitioner in that regard are not signed by the authority, as such they cannot be relied upon. The other reason for the disqualification of the petitioner bid is that the JV partner of the petitioner's company is a registered contractor in the State of Telangana but not in the State of A.P. as per required conditions. The subject contract is a highly technical work and since the petitioner company has not having the technical qualification as required, their bid was rightly rejected by the authority.

(b) The learned Senior counsel further submitted that, the Corrigendum-3 is issued on 14.02.2026, which are not a mandatory conditions and the petitioner has questioned the said corrigendum-3 only on 16.03.2026 as an afterthought after being unsuccessful in the tender process, without any legal grounds, nearly after one month. He further submitted that, the petitioner having

submitted the bid as a Joint venture along with JV partner, filed the writ petitions in individual capacity without arraying the JV partner as a party to the lis, as such, the writ petition is liable to be dismissed on the said ground as well. He further submitted that, on 09.03.2026, Letter of Acceptance (LOA) was issued to 5th respondent and the 5th respondent has accepted the same and complied with all the required tender formalities on 17.03.2026 except agreement and the petitioner has not questioned the same. He further submitted that, once an LOA has been executed, it becomes a binding contract as held in ***Jawahar LalBurman Vs UOI***¹. As such, the petitioner company has not made out any points warranting the interference of this court with the tender process and accordingly prayed to dismiss the writ petition being meritless. In support of his contentions, the learned standing counsel relied on nearly 18 judgments and emphasized particularly on ***Tata Motors Limited Vs Brihan Mumbai Electric Supply and Transport Undertaking & Others***², ***Afcons Infrastructure Vs Nagpur Metro***³, ***M/s.N.G.Projects Limited Vs M/s Vinod Kumar Jain & others***⁴.

12 (a). Learned Government Pleader for Irrigation on counter submitted that, since the authorities have found 'Stock Yard' within the limits of Barrage where the dismantled components could be stacked, they have issued Corrigendum-1 and as no bids were received within the prescribed time, the respondents contemplated to extend the Bid Submission date further by

¹(1962) 3 SCR 769

² (2023) 19 Supreme Court Cases 1

³ (2016) 16 SCC 818

⁴ 2022 AIR (SC) 1531

issuing a Corrigendum-2 and due to a technical glitch, the uploaded document remained invisible.

(b) He further submitted that, since the Barrage safely discharges over 3000 TMC of flood water from July to September, mandating a 500 km workshop radius was a direct, legally binding compliance with the World Bank's mandate to mitigate catastrophic flood risks, the introduction of the preference for a 500 km workshop radius and Electrical Class-I registration through Corrigendum-3 is a bonafide technical requirement. He further submitted that the conditions introduced in Corrigendum No.3 are only preferred conditions but not mandatory for evaluation of bids submitted by various bidders.

(c) He further submitted that, having agreed to execute the work in the proportion of 60:40 by the petitioner and M/s. Swapna Projects Private Limited (JV partner), both the contractors have to produce the contractor registration certificate and GST Registration certificate of Andhra Pradesh, but the petitioner has not produced GST registration certificate of A.P. and the JV partner did not produced contractor registration certificate of A.P., as such, they have not satisfied the eligibility criteria mentioned in the tender document. He further submitted the most important and crucial requirement is that the JV partner should have executed a minimum quantity of 872.28 MT of supply, fabrication & erection and also should have executed 34,840.43 Sq.mts of painting of embedded metal parts and all types of gates, stop logs etc, on sand blasted surfaces in a year during last ten financial years whereas the

petitioner and JV partner, either individually or collectively have not met this prime requirement as per the eligibility criteria stipulated in the bid document. Hence, the petitioner's bid was rejected.

(d) He further submitted that, the respondents have acted in a fair transparent, bona fide and lawful manner and provided equitable treatment to all Bidders, by strictly adhering to the conditions of the NIT and purely based on the certificates/documents uploaded in the e-procurement system by various bidders and accordingly approved the bid submitted by 5th respondent, being the lowest bidder and issued Letter of Acceptance (LOA) bearing No.SE/IC/DWM/DB/ATO.4/584M dated 13-03-2026. Therefore, there is no procedural infirmity on the part of the respondent authorities, as such prayed to dismiss the writ petition.

13. In reply, learned counsel for the petitioner submitted that, the very purpose of entering into joint venture is to ensure that one of the partners would possess the required eligibilities while both will collectively meet the eligibility criteria. He further submitted that, without there being any such prescription in the tender notice, disqualifying the bid document on the ground that both the JV partners need to submit the required registration in the state of Andhra Pradesh is irrational. He further submitted that the counter affidavit of the 3rd respondent is not clear as to the parameters under which the bid documents of the bidders are considered and disqualified and the evaluation reports of the bids are also not enclosed. He further submitted that, earlier, though the JV partner of the petitioner is not a registered contractor in A.P.,

the State of A.P., has given contract to it and the same was executed by it successfully. Having allotted the contract to its JV partner without having a registration in A.P. earlier, the respondent authorities cannot now raise the ground that the JV partner has not produced a contractor certificate registered in the State of A.P. As such prayed to pass appropriate orders in that regard.

14. Perused the record and considered the submissions of respective learned counsel.

15. The petitioner has mainly questioned the issuance of the Corrigendum-3 dated 14.02.2026 in W.P.No.7552/2026 and later filed W.P.No.13218/2026 questioning the reasons incorporated in the minutes of State Level Technical Committee dated 09.03.2026 which was filed by the learned Government pleader for Irrigation after filing of W.P.No.7552 of 2026. It is the contention of the petitioner that, while the eligibility criteria of the subject tender, which relates to Fabrication work, is to be registered as a Special Class (Fabrication and Erection of Structural Steel) with the Government of Andhra Pradesh (1st Respondent) which the petitioner already possess, the 3rd respondent has issued Corrigendum-3 with a new prescriptions of having a local registration as Class-I contractor (Electrical) and 500 Kms workshop radius preference, after the bids have been submitted by various bidders including petitioner, only to favour the Respondent No.5 who alone has the said local registration as Class-I contractor (Electrical) and workshop and thus disqualified the petitioner and declared the 5th respondent as successful bidder. The 2nd respondent has taken a stand that, since the Barrage safely discharges over

3000 TMC of flood water from July to September, mandating a 500 km workshop radius was a direct, legally binding compliance with the World Bank's mandate to mitigate catastrophic flood risks, the introduction of the preference for a 500 km workshop radius and Electrical Class-I registration through Corrigendum-3 is a bonafide technical requirement. It was also stated that the said conditions are only preferential conditions but not mandatory.

16. As could be seen from the minutes of State Level Technical Committee (SLTC) dated 09.03.2026, it was mentioned that, the technical bids were opened on 20.02.2026 by the Superintending Engineer through online in the office of the Superintending Engineer, Irrigation Circle, Dowlaiswaram wherein four (4 Nos.) bidders have participated in the said bid including petitioner's company and the 5th respondent. The Chief Engineer reported that the documents uploaded by the bidders were downloaded and evaluated by the Superintending Engineer, Irrigation Circle, Dowlaiswaram. It was further reported that the bidder M/s Swapna Projects Pvt. Ltd., Hyderabad, one of the JV members of the petitioner (M/s Precision Infratech Pvt. Ltd., Ahmedabad, Gujarat) has produced contractor registration of Telangana State and is therefore not eligible as per the tender document. Further, the petitioner company has produced GST Registration of Gujarat State, and the prime quantities requirement is not satisfied as per the eligibility criteria stipulated in the bid document. Hence, the petitioner's bid was not qualified. It can be further seen that the other bidders are also not qualified as they have not met the eligibility criteria as mentioned in the tender document. Since the 5th

respondent only has satisfied the Technical criteria prescribed in the bid document, the Chief Engineer, GDS accorded permission for opening of the price bid and recommended to award the subject work to the 5th respondent herein and placed before the SLTC for approval.

17. No doubt, the rules or conditions cannot be changed once the tender process has commenced, even otherwise, as mentioned, they are not mandatory conditions to reject the petitioners' bid. Therefore, the issuance of Corrigendum-3 should not affect the petitioner's bid. However, a close reading of the minutes of the SLTC dated 09.03.2026 would go to show that the petitioner's bid was not rejected based on the conditions imposed in the Corrigendum-3 but as they did not meet the eligibility criteria with regard to submission of certificates and prime quantities requirement, their bid was rejected.

18. The Technical requirement of the subject tender dated 09.01.2026 is that the contractor should have executed a minimum quantity of 872.28 MT of supply, fabrication & erection and also should have executed 34,840.43 Sqmts of painting of embedded metal parts and all types of gates, stop logs etc, on sand blasted surfaces in a year during last ten financial years (2015-16 to 2024-25). The Special condition of the subject tender includes:

"In case of Projects executed in Government departments/Government undertakings, the experience certificates should be certified by the Executive Engineer or equivalent and counter signed by the Superintending Engineer or equivalent and copies may be uploaded along with tender duly self attested."

19. A perusal of the evaluation of the Technical requirement pertaining to the supply, fabrication and erection in MT submitted by the 3rd respondent would indicate that the certificates submitted by petitioner company with regard to completed works is signed only by the Engineer-in-Charge but not countersigned by the Superintending Engineer or an officer superior to the equivalent and Engineer-in-Charge, as required under the special conditions of the bid and hence they are not considered. Further, it shows that the total quantity of work executed by the petitioner and its JV partner company together is only 730.97MT but not 872.28 MT, as required under the technical qualification of the bid. Therefore, it can be said that the petitioner has not met the eligibility criteria mentioned in the tender document irrespective of the Corrigendum-3 issued by the 3rd respondent.

20. However, in ***Tata Motors Limited (supra 2)***, the Apex court has held that, ordinarily, a writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out. The court ordinarily should not interfere in matters relating to tender or contract. To set at naught the entire tender process at the stage when the contract is well underway, would not be in public interest. Initiating a fresh tender process at this stage may consume lot of time and also loss to the public exchequer to the tune of crores of rupees. The financial burden/implications on the public exchequer that the State may have to meet with if the Court directs issue of a

fresh tender notice, should be one of the guiding factors that the Court should keep in mind.

21. In ***Afcons Infrastructure (supra 3)***, the Apex Court has held thus:

“11. Recently, in Central Coalfields Ltd. vs SLL-SML (Joint Venture Consortium)⁵ it was held by this Court, relying on a host of decisions that the decision-making process of the employer or owner of the project in accepting or rejecting the bid of a tenderer should not be interfered with. Interference is permissible only if the decision-making process is mala fide or is intended to favour someone. Similarly, the decision should not be interfered with unless the decision is so arbitrary or irrational that the Court could say that the decision is one which no responsible authority acting reasonably and in accordance with law could have reached, In other words, the decision-making process or the decision should be perverse and not merely faulty or incorrect or erroneous. No such extreme case was made out by GYT-TPL JV in the High Court or before us.

13. In other words, a mere disagreement with the decision-making process or the decision of the administrative authority is no reason for a constitutional court to interfere. The threshold of mala fides, intention to favour someone or court interferes with the decision-making process or the decision”.

22. In ***M/s.N.G.Projects Limited (supra 4)***, the Apex court has held that writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer. The Court does not have the expertise to examine the terms and conditions of the present day economic activities of the State and this limitation should be kept in view. Courts should be even more reluctant in interfering with the contracts involving technical issues as there is a requirement of the necessary expertise to adjudicate upon such issues. The approach of the court should be not to find fault with magnifying glass in its hands, rather the court should examine as to whether the decision-making process is after complying with the procedure contemplated by the tender conditions. If the court finds that there is total

⁵ (2016) 8 SCC 622

arbitrariness or that the tender has been granted in a malafide manner, still the court should refrain from interfering in the grant of tender but instead relegate the parties to seek damages for the wrongful exclusion rather than to injunct the execution of the contract.

23. Since the subject work is a highly technical work, the required work to execute the Project is exclusively within the technical competence and discretion of the concerned Departmental Engineers and the Department is at absolute liberty to specify the terms, conditions and eligibility criteria when inviting tenders in such matters.

24. It is the contention of the petitioner that, earlier, the State of A.P., has given contract to the JV partner of the petitioner, though it is not a registered contractor in A.P. Each tender has unique terms and conditions. Since, the petitioner's JV partner did not meet the terms and conditions prescribed in the subject tender document, their bid was rejected and it has nothing to do with the previous tender. Therefore, their contention is untenable. Admittedly, the LOA was already issued to the 5th respondent and the same was not questioned by the petitioner. At this length of time, interfering with the same, would affect the Public Exchequer and the public interest will be affected. Further, it is settled law that in such highly technical matters, especially tender matters, writ courts refrain from interfering and the tender author has absolute discretion to set the tender terms to address the technical needs.

25. In view of the decisions made supra, this court finds no reason to interfere with the impugned Corrigendum-3 and the minutes of State Level Technical Committee dated 09.03.2026, as such both the writ petitions are devoid of merits and liable to be dismissed.

Accordingly, both the writ petitions are ***dismissed***. No costs.

Miscellaneous applications, pending if any, shall stand closed.

JUSTICE RAVI CHEEMALAPATI

BRS