

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE C.T.RAVIKUMAR

&

THE HONOURABLE MR. JUSTICE K.HARIPAL

MONDAY, THE 15TH DAY OF FEBRUARY 2021 / 26TH MAGHA, 1942

WP (C) .No.21867 OF 2020 (G)

PETITIONER:

ANIL KUMAR T.K
THOZHUTHINGATHADATHIL HOUSE,
PUTHENCRUZ P.O,
ERNAKULAM 682 308.

BY ADVS.
SHRI.S.RADHAKRISHNAN
SHRI.S.RAJMOHAN
SRI.ADITYA THEJUS KRISHNAN
SMT.R.ANJALI

RESPONDENTS:

- 1 GURUVAYUR DEVASWOM MANAGING COMMITTEE
REPRESENTED BY ITS ADMINISTRATOR,
GURUVAYUR DEVASWOM,
GURUVARYUR-680 101
- 2 THE ADMINISTRATOR,
GURUVAYUR DEVASWOM ,
GURUVAYUR-680 101.
- 3 THE COMMISSIONER,
GURUVAYUR DEVASWOM,
GOVERNMENT SECRETARIAT,
THIRUVANANTHAPURAM-695 001.

4 MANIKANDAN K,
 CHANDRATHIL HOUSE,
 TANK ROAD, ANGAMALY-683 572.

R1-2 BY ADV. SHRI.T.K.VIPINDAS, SC, GURUVAYUR
DEVASWOM BOARD

R3 BY SR.G.P.SRI.T.K.ANANDAKRISHNAN

R4 BY ADV. SRI.SHANKAR V.

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON
15.02.2021, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

"C.R."**JUDGMENT****Ravikumar, J.**

The petitioner who is a cultivator and supplier of hybrid napier green grass responded to Ext.P1 tender notification issued by the Guruvayur Devaswom, the first respondent on 1.6.2020 for its supply as fodder for its cattle and elephants. In fact, he has been supplying hybrid napier green grass to Guruvayur Devaswom since 2013. He deposited an amount of Rs.2,00,000/- towards EMD and also paid the required tender fees of Rs.2,800/-, enjoined under the tender conditions as evinced by Exts.P2 and P3. No intimation regarding the outcome of tender proceedings initiated under Ext.P1 was given to him. So also it was not published. However, despite the expiry of the period of contract the petitioner was required to continue to supply hybrid napier green grass as per the requirements till 20.10.2020. On 24.8.2020 the 2nd respondent issued Ext.P4 re-tender notification No.P3-3645/20 dated 24.8.2020 and the petitioner and the other tenderers who responded to Ext.P1 and remitted the EMD and tender fees were also permitted to participate in the re-tender without depositing EMD. According to the petitioner, upon opening the tenders

received pursuant to Ext.P4 it was found that two out of the five tenders were invalid and among the other tenderers his quote was the lowest viz., Rs.4.55. The two others quoted Rs.4.90 and Rs.5/-, per Kg. respectively. While the petitioner contends that he became the lowest evaluated eligible tenderer (L1) in respect of the said tender process, respondents 1 to 3 viz., Guruvayur Devaswom Board and its Administrator and Commissioner would contend that he was only L2. To consider the rival contentions it is only appropriate to refer to the conditions in Ext.P4 tender notification. There cannot be any doubt with respect to the position that going by Ext.P4 in order to be an eligible tenderer the person concerned responding to the same, except persons who had already responded to Ext.P1, should have deposited an amount of Rs.2,00,000/- towards EMD and an amount of Rs.2,500/- towards tender fees. In this context it is relevant to refer to the following condition in Ext.P4:-

“നിരതദ്രവ്യ സംഖ്യ അടവാക്കിയ രസീതി അടക്കം ചെയ്യാത്ത ടെണ്ടറുകൾ യാതൊരു കാരണവശാലും സ്വീകരിക്കുന്നതല്ല.”

In the light of Ext.P4, tender of anyone who did not pay EMD would not be accepted at any cost. Obviously, the person who, according to Guruvayur Devaswom, became L1 had not remitted Rs.2,00,000/- towards EMD as also did not pay an amount of Rs.2,500/- towards the

tender fees. When that be the position, in terms of Ext.P4 he cannot be regarded as an eligible tenderer at all in respect of the process initiated as per Ext.P4. When such a position is revealed from Ext.P4 itself and when there is no contra-case for the Devaswom we do not find any reason to uphold the stand of respondents 1 to 3 that the petitioner herein was only L2.

2. Now, we will refer to the case and grievance of the petitioner. On 8.10.2020 he was contacted over phone from the office of the Guruvayur Devaswom and was directed to appear before the Managing Committee for negotiation in respect of the tender process initiated under Ext.P4 on 9.10.2020. When he reported before the Managing Committee the petitioner found there the other two bidders (L2 and L3), who quoted higher rates, obviously, on being invited for negotiation. The grievance of the petitioner is that the Devaswom authorities even after opening the sealed tenders received pursuant to Ext.P4 called all the eligible tenderers for negotiation and according to him, if at all any negotiation was to be done after opening the sealed tenders it should have been only with him as he being L1. Ergo, according to him, the very action on the part of the Devaswom in calling the other tenderers for negotiation and negotiating with them is illegal. To buttress his contention he relied on Exts.P5 and P6 which are

circulars issued by the Central Vigilance Commission respectively on 20.1.2010 and 3.3.2007. As a matter of fact, Ext.P5 is a circular issued by the Central Vigilance Commission clarifying Ext.P6 circular dated 3.3.2007. The contention of the petitioner based on Exts.P5 and P6 is to the effect that if at all negotiation was to be done after opening the sealed tenders received pursuant to Ext.P4 re-tender notification negotiation could have been made only with L1. He relied on Ext.P8 judgment of this Court in W.P.(C)No.29176 of 2016 and connected cases as also Ext.P7 order dated 6.8.2018 in SSCR.No.8/2018 to contend that this Court virtually made Exts.P5 and P6 circulars, referred hereinbefore, issued by the Central Vigilance Commission, applicable to the Travancore Devaswom Board and therefore, they are relevant in appreciating these contentions. In fact, what was made applicable was Ext.P5 circular dated 20.1.2010. Relying on the aforesaid decisions as also the circulars it is contended by the petitioner that it was impermissible to call L2 and L3 for negotiation and at any rate, the further course adopted was also unacceptable. It is his precise case that on that day he was asked to give a fresh quote in a separate white paper and thereafter, to wait outside. According to him, the others were also made to do the same. He was disheartened to find that by resorting to such a process despite being L1 he was virtually ousted

from the scene and the tender was finalised in favour of L3. It is in the said situation and circumstances that the petitioner filed the captioned writ petition seeking the following reliefs:-

- “1. Call for the records connected with the case;
2. Declare that the procedure adopted by respondents 1 and 2 in pursuance with Exhibit P4 tender notification, ignoring Exhibits P5 and P6 guidelines issued by CVC is arbitrary and illegal;
3. Issue a writ of mandamus or any other appropriate writ, order or direction to respondents 1 and 2 to award the tender to the L1 bidder, the petitioner.
4. Issue any such other writ order or direction as this Hon'ble Court deems fit in the circumstances of the case;”

3. A counter affidavit was filed jointly by respondents 1 and 2 and a separate counter affidavit was filed by the party respondent viz., the 4th respondent. Essentially, they attempted to justify the method resorted to by the Devaswom in the matter of finalisation of the tender floated as per Ext.P4. The contention of respondents 1 and 2 is to the effect that the rates for supply of hybrid napier green grass quoted by all the bidders who responded to Ext.P4 were unreasonably higher and it is in the said circumstances, with a view to afford equal opportunities to all the persons who responded to Ext.P4, that all of them were invited for negotiation. It is also their contention that the

process of negotiation was conducted fairly and in a transparent manner. Finding that in the prevailing circumstances the reasonable price would be Rs.3.90 per kilogram and that it was acceptable only to L3 that the tender was finalised in his favour. During the process of negotiation the lowest quote of Rs.3.90 per Kg. was made by L3, it is stated. In fact, he is respondent No.4 in this writ petition. It is the contention of both the respondents 1 to 3 and the 4th respondent that no illegality can be attributed to the process of negotiation undertaken by the Devaswom authorities in the matter of finalisation of tender floated as per Ext.P4, in the aforesaid manner.

4. The learned Standing Counsel appearing for the Guruvayur Devaswom further submitted that in case the rate of Rs.3.90 per kilogram is acceptable to the petitioner the tender could be finalised in his favour. Respondents 1 to 3 also took up a contention that after participating in the tender without any demur the petitioner is not justified in challenging the process of negotiation. The 4th respondent in his counter affidavit virtually endorsed the contentions raised by respondents 1 and 2. It is also stated in his counter affidavit that the petitioner voluntarily participated in the re-tender process and he is now raising grievances against the process of negotiation only after coming to know that he is not the successful bidder. He would also

contend that a scanning of the process of negotiation would reveal that there was virtually no violation of the norms in Exts.P5 and P6 circulars.

5. The respondents relied on various decisions of this Court as also of the Hon'ble Apex Court, to refute the contention of the petitioner that after opening of the sealed tenders there cannot be any negotiation, including the decisions of the Apex Court in **Raunaq International Ltd. v. I.V.R.Construction Ltd.** reported in **AIR 1999 SC 393** and **Food Corporation of India v. M/s.Kamdhenu Cattle Feed Industries** reported in **AIR 1993 SC 1601**. It is further contended by them as hereunder:-

Doctrine of legitimate expectation was referred to by the Apex Court in the decision in **Food Corporation of India's** case reported in **AIR 1993 SC 1601**, and held that the State and all its instrumentalities have to conform to Article 14 of the Constitution of India in the matter of their action in contractual sphere as well. Obviously, the Apex Court did not find fault with in conducting negotiation with all tenderers after inviting sealed tenders and opening them and giving them equal opportunity to revise their bids in respect of the tender in question in that case, it is further contended. The Apex Court did not find fault with in having negotiation after inviting sealed tenders and opening the same. After going through the decision in

Raunaq International Ltd. Case reported in **AIR 1999 SC 393** we are of the considered view that the said decision is inapplicable to the facts as also the question posed for consideration in this case.

6. Heard the learned counsel appearing for the petitioner, the learned Standing Counsel appearing for respondents 1 and 2, Learned Government Pleader appearing for the 3rd respondent and also the learned counsel appearing for the 4th respondent.

7. We have already referred to the manner in which the tender for supply of hybrid napier green grass was conducted by respondents 1 and 2. The fact that in respect of the tender process initiated under Ext.P1 the petitioner had deposited EMD and remitted the tender fee, is not in dispute. The fact that he was not intimated regarding the cancellation of the tender initiated under Ext.P1 is also not in dispute. At the same time, the learned Standing Counsel for respondents 1 and 2 would submit that tender process initiated under Ext.P1 was not finalised as the amount quoted by all the tenderers including the petitioner herein, was on the higher side and it was in the said circumstances that decision was taken to re-tender the same. The indisputable fact is that regarding the cancellation of the tender process initiated under Ext.P1 and also the re-tender under Ext.P4 the petitioner had not raised any objection and, that apart, it is a fact that

he had responded to Ext.P4 notification and had participated in the tender process initiated thereunder. In the said circumstances, the question to be considered is whether the finalisation of the tender based on Ext.P4, in the aforesaid manner, warrants an interference at the instance of the petitioner.

8. We have already upheld the contention of the petitioner that he was L1 in respect of the re-tender process initiated under Ext.P4. Though another person who responded to Ext.P4 quoted a rate lesser than the one quoted by the petitioner, the admitted fact is that he had not deposited the EMD and thereby, his tender became invalid as per the conditions under Ext.P4 itself and naturally, he could not be described as 'L1' in respect of the tender floated under Ext.P4. Having upheld the contention of the petitioner that in respect of the tender process initiated under Ext.P4 he was L1 it is only just and proper to consider the other contentions raised by him. In this context, we have no hesitation to hold that the mere factum of his participation in the tender floated under Ext.P4 shall not be a reason to make him disentitled to challenge the illegality, if any, in the matter of conduct and finalisation of the tender.

9. As noticed earlier, even after opening the sealed tenders received pursuant to Ext.P4, finding the tenders of the petitioner, the 4th

respondent and one another person as valid and further finding that the lowest quote among them was that of the petitioner all of them were called for a negotiation by the Devaswom. We have also noted the manner in which it was allegedly conducted. It is the said process of negotiation adopted by the Devaswom Board that is assailed by the petitioner on the ground of being illegal and it is to drive home the said contention that he relied on Exts.P5 and P6 and Exts.P7 and P8 judgments.

10. From the facts expatiated hereinbefore, it is evident that under Ext.P4 what was contemplated was submission of only sealed tenders. The said fact is amply clear from the following recital in Ext.P4:-

“സീൽ ചെയ്ത കവറിനു പുറത്ത് "പച്ചപ്പൽ വിതരണം ടെണ്ടർ 2020-2022" എന്ന് എഴുതിയിരിക്കേണ്ടതാണ്. ടെണ്ടറുകൾ 04.09.2020 ന് പകൽ 3.00 pm വരെ സ്വീകരിക്കുന്നതും, ഓൺലൈൻ ടെണ്ടറുകൾ ഉൾപ്പെടെ 07.09.2020 ന് 3.30pm ന് ഹാജരായ കരുകാരുടെ സാന്നിധ്യത്തിൽ തുറക്കുന്നതുമാണ്.”

A bare perusal of Ext.P4 would reveal that it does not contemplate negotiation as part of the tender process and what was contemplated was 'submission of tenders in sealed cover'. At the same time, as noticed hereinbefore, to justify the action in conducting negotiation subsequent to the opening of tenders the respondents relied on the

decision of the Apex Court rendered in **Food Corporation of India's** case reported in **AIR 1993 SC 1601**. The petitioner would contend that what was actually done by the Devaswom authorities on 9.10.2020, after calling him as also the two tenderers who submitted valid tenders as relates Ext.P4, was not a negotiation at all. According to the petitioner, they were virtually made to give a fresh quote. He drew our attention to the fact that it is the precise contention raised by him in the writ petition. It is contended by him that he was made to write the amount in a white paper and upon its handing over he was asked to wait outside. There is no dispute regarding the fact that on 9.10.2020 all the three persons who submitted valid tenders, including the petitioner, were asked to give the rate which they wanted to quote, in separate papers. The question is whether it is a fresh quote or whether the said action can be described as a 'negotiation' ? We will consider this question a little later.

11. We will now refer to the question whether negotiation is permissible after inviting sealed tenders and opening the same in tune with the tender conditions ? The indisputable fact is that in Ext.P4 there is absolute absence of any clause contemplating or permitting negotiation after opening of the sealed tenders. Therefore, it is evident that after receiving sealed tenders and after opening the quotations all

the three eligible tenderers were called for negotiation and even after calling them for negotiation they were only made to quote the rate in respect of supply of hybrid napier green grass for the period 2020-2022, in separate white papers. It is to be noted that respondents 1 and 2 even after receiving quotations pursuant to the original notification viz., Ext.P1 had chosen only to go for re-tendering and at the same time had not attempted to have 'negotiation' with the tenderers who responded to Ext.P1. Normally, in such circumstances, one would expect that if the quote of the petitioner, the 4th respondent and the other person who responded to Ext.P4 was on the higher side and in view of the fact that no provision for negotiation was made in Ext.P4, respondents 1 and 2 would go for fresh tender. Admittedly, that was not done. Certainly, there is no mandate that in such circumstances, the respondents should have invited fresh tenders through fresh notification. Obviously, all the three eligible tenderers were called only for a 'negotiation' and then, they were asked to give fresh rate, in separate papers. The question is whether the said procedure adopted by respondents 1 and 2 could be given the seal of approval by this Court in the light of the decision of the Hon'ble Apex Court in **Food Corporation of India's** case reported in **AIR 1993 SC 1601** ? To answer this question we are of the considered view that it is

profitable to refer to the circulars issued by the Central Vigilance Commission, particularly Ext.P5; the Stores Purchase Manual of the Government of India revised edition of 2013 issued as per G.O. (P)No.3/2013/SPD and also PWD Manual.

12. Going by Oxford Advanced Learner's Dictionary of Current English (Seventh Edition) the word 'negotiate' means 'to try to reach an agreement by formal discussion'. 'Negotiation' means formal discussion between people who are trying to reach an agreement. There is absolutely nothing on record nor any specific pleadings taken by respondents 1 and 2 which would reveal that after calling the petitioner and the other two eligible tenderers for negotiation, any kind of formal discussion was made with them. In fact, what was done on 9.10.2020 was that they were asked to give the rate per kilogram which they wanted to quote, in separate papers, in the matter of supply of hybrid napier green grass. In such circumstances, even if it is taken that negotiation is permissible even after opening sealed tenders, the indisputable and undisputed fact is that no negotiation was actually conducted and all the three tenderers were given opportunities to give in writing the rate which they wanted to quote, in the aforesaid matter. Thus, it is obvious that on 9.10.2020 they were only given fresh chance for quoting fresh 'rate', in separate papers. How that can be styled as

negotiation? Taking into account the meaning of the expression 'negotiation' referred to hereinbefore as also the nature of the process required to be undertaken to describe an act as 'negotiation' we have no hesitation to hold that there occurred no negotiation on 9.10.2020.

13. Now, we will refer to the possibility for conducting a negotiation even in a case where sealed tenders were invited. Under normal circumstances, when sealed tenders are invited, after opening the tenders on the date fixed therefor, the tender has to be finalised in terms of the tender conditions. There is no scope for conducting a further negotiation as that would be against the very intent and purpose of inviting sealed tenders. In the case on hand, it is evident that respondents 1 and 2, who have chosen to go for re-tender, upon finding that all the tenderers who responded to Ext.P1 quoted higher rates, have not adopted the same steps on the second occasion. In other words, they seemed to have decided to have 'negotiation' with all who submitted valid tenders without inviting fresh tenders. In this context, the Central Vigilance Commission Circulars assume relevance. We may hasten to add that though Ext.P6 circular was made applicable to the Travancore Devaswom Board (TDB) by this Court as per order dated 6.8.2018 in SSCR No.8/2018, the same has not so far been made applicable to Guruvayoor Devaswom Board. At the same time, it is only

appropriate to refer to the intent and purport of issuance of Ext.P6 circular dated 3.3.2007 by the Central Vigilance Commission. It is stated therein thus:-

“(i) As post tender negotiations could often be a source of corruption, it is directed that there should be no post-tender negotiations with L-1, except in certain exceptional situations. Such exceptional situations would include, procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation. The justification and details of such negotiations should be duly recorded and documented without any loss of time.”

Both Exts.P5 and P6 circulars contemplate only negotiation, with L-1. This circular was directed to be followed by the TDB under Ext.P7 order by this Court. In this context, it is also relevant to refer to the Stores Purchase Manual Revised Edition 2013 issued as per G.O.(P) No.3/2013/SPD dated 21.6.2013. Paragraph 9.46 and 9.47 under the caption 'Reasonableness of Price' and 9.48 under the caption 'Price not Reasonable' assume relevance in the contextual situation. They read thus:-

- 9.46 Before placing the contract on the lowest evaluated eligible tender (L1), the purchase department is to ensure that the price to be paid is reasonable.
- 9.47 The broad guidelines for judging the reasonableness of price are as under:
 - (i) Last purchase price of same (or, in its absence, similar) Stores

- (ii) Current market price of same (or, in its absence, similar) Stores
- (iii) Price of raw materials, which go into the production of the Stores
- (iv) Receipt of competitive offers from different sources
- (v) Quantity involved
- (vi) Terms of delivery
- (vii) Period of delivery
- (viii) Cost analysis (material cost, production cost, over-heads, profit margin)

(NOTE: Price paid in an emergency purchase or purchase price of Stores offered by a firm through 'distress sale' (i.e. when the firm clears its excess stock at throw away prices to avoid further inventory carrying cost etc.) are not accurate guidelines for future use.

9.48 Price not Reasonable- If L1's price is not reasonable, then, in the first place, the purchase department is to review its own data & details to recheck whether the reasonable price so arrived is correct or not. If it is correct, the purchase department may, strictly as an exception, negotiate the price only with the lowest evaluated eligible tender (L1) in an attempt to bring down the same. If L1 reduces the price to the desired level, contract may be placed on it but if it does not agree, then further action like re-tendering, etc., may be decided by the purchase department depending on the merits of the case.

True that under PWD Manual revised edition 2012, it is stated thus:-

“There shall be no negotiation after opening of tenders.”

In the light of the decision of the Hon'ble Apex Court in

Food Corporation of India v. M/s.Kamdhenu Cattle Feed

Industries reported in **AIR 1993 SC 1601**, Exts.P5 and P6 circulars as also paragraph 9.48 in Store Purchase Manual issued by the Government of Kerala, we are of the view that there cannot be an inviolable position that at no circumstances there can be a negotiation with the tenderers. In that view of the matter we are of the considered view that in respect of tenders of the nature involved in this case, if it is found that the rates quoted by the tenderers are virtually on the higher side, it cannot be compelled that the tender of the lowest among them should be accepted instead of attempting for a negotiation and getting the rate as acceptable, taking note of the reasonableness of price. At the same time, we are of the view that after inviting the sealed tenders and opening them in the presence of all the tenderers, even in a situation where all quotes are on the higher side instead of conducting a negotiation with L1 with a view to bring down the rate and that too, to a reasonable one, or going for another re-tender, inviting all the tenderers to quote rates afresh cannot be accepted as a negotiation permissible under law. Virtually, in the case on hand, we will have to say that there was no negotiation in the strict sense and instead of sealed tender as contemplated under Ext.P4 what was ultimately done was permitting the tenderers, after letting them known about the lowest quote under the sealed tenders, to revise their quotes. To have

uniformity among various Devaswoms in Kerala and taking note of the fact that the statute governing various affairs of various Devaswoms in Kerala are virtually having almost uniform regulations or rules pertaining to similar matters, we are of the considered view, especially taking note of Ext.P7, that it will only be proper to follow Ext.P7 and make the circular issued under the public procurement policy by the Central Vigilance Commission (CVC), Government of India dated 20.01.2010, which was issued with an intent to avert chance of corruption, applicable in the matter of tender processes, to all the Devaswom Boards in Kerala. This is, all the more reasonable in view of the specific provisions under Stores Purchase Manual issued by the Government of Kerala, referred to hereinbefore. In such circumstances, having found that in the case on hand, based on Ext.P4 notification, a procedure was adopted which was not at all contemplated in Ext.P4 and also taking note of the manner in which the tender was ultimately finalised, we are of the view that the procedure adopted by respondents 1 and 2 cannot be said to be valid in the eye of law. In such circumstances, while leaving liberty to respondents 1 and 2 to go for fresh tenders in the matter of procurement of hybrid napier green grass for cattle and elephants of GDB, taking note of the reasonableness of price, we direct that being L1, the petitioner shall be

permitted to continue to supply hybrid napier green grass till fresh deal is successfully finalised, in accordance with law.

14. When we are about to part with the judgment, the learned counsel for the petitioner submitted that based on the interim orders passed by this Court, he has been continuing supply of hybrid napier green grass for cattle and elephants of GDB at the rate which was quoted in the year 2018 viz., @ Rs.3.20. It is submitted that he continued to supply hybrid napier green grass at the aforesaid rate only to honour the interim order and he should be permitted to approach respondents 1 and 2 for getting higher rate for supply of the hybrid napier green grass already supplied and to be supplied till a fresh tender is finalised. We have no hesitation to hold the same as a reasonable submission and therefore, liberty sought for, is granted. In case the petitioner approaches respondents 1 and 2 with a representation in that regard, it shall be considered appropriately and the arrears based on the revised rate shall be paid to him. Since we have already held that under the various Devaswoms in Kerala, in respect of matters like this, where invitation of tender is required, it is only feasible to have a uniform procedure and since that was made applicable by this Court to TDB as per Ext.P7 judgment in SSCR 8/2018 and since we have made the same as also Stores Purchase Manual

revised edition 2013 issued as per G.O.(P)No.3/2013/SPD to the GDB applicable to all Devaswom Boards in Kerala it is only proper to issue copy of this judgment to the other Devaswoms viz., the Travancore Devaswom Board, Cochin Devaswom Board, Malabar Devaswom Board and Koodal Manikyam Devaswom to adopt a procedure in tune with Ext.P7 order recognising the circular issued by the Central Vigilance Commission as also the procedures contemplated under the Stores Purchase Manual, in tune with this judgment. In such circumstances, issue copies of this judgment to the Commissioners of the aforesaid Devaswoms.

The writ petition is disposed of, as above.

Sd/-
C.T.RAVIKUMAR
Judge

Sd/-
K.HARIPAL
Judge

TKS/spc

APPENDIX

PETITIONER'S EXHIBITS:

- EXHIBIT P1 A TRUE COPY OF THE TENDER NOTICE NO. P3 3645/2020 DATED 01.06.2020.
- EXHIBIT P2 A TRUE COPY OF THE RECEIPT DATED 17.06.2020 ISSUED BY GURUVAYUR DEVASWOM ACCEPTING THE DEPOSIT OF EMD FOR PARTICIPATING IN THE TENDER FOR THE SUPPLY OF THE GREEN GRASS.
- EXHIBIT P3 A TRUE COPY OF THE RECEIPT WITH THE TENDER NOTICE NUMBER TOWARDS PAYMENT OF TENDER FEES, ISSUED BY GURUVAYUR DEVASWOM DATED 17.06.2020.
- EXHIBIT P4 A TRUE COPY OF THE RE-TENDER NO. P3 3645/2020 DATED 24.03.2020.
- EXHIBIT P5 A TRUE COPY OF THE CIRCULAR NO. 01.01.10 ISSUED BY THE CENTRAL VIGILANCE COMMISSION DATED 20.01.2010.
- EXHIBIT P6 A TRUE COPY OF THE CIRCULAR NO. 4/3/07 DATED 03.03.2007 ISSUED BY THE CENTRAL VIGILANCE COMMISSION.
- EXHIBIT P7 A TRUE COPY OF THE ORDER IN SSCR NO. 8/2018 DATED 06.08.2018.
- EXHIBIT P8 A TRUE COPY OF THE JUDGMENT IN WPC 29176/2018 AND CONNECTED CASE DATED 14.09.2018.

RESPONDENTS' EXHIBITS:

- EXHIBIT R1 (a) TRUE COPY OF THE RESOLUTION NO:15 DATED 16.07.2020
- EXHIBIT R1 (b) A TRUE COPY OF THE RESOLUTION NO:10 DATED 24/09/2020

**EXHIBIT R1 (c) A TRUE COPY OF THE RESOLUTION NO:09 DATED
09.10.2020**

TKS