



**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT  
JODHPUR**

**S.B. Civil Writ Petition No. 9818/2023**

Dileep Trading, Through Its Proprietor Shree Prakash Soni S/o Satya Narayan Soni Aged About 53 Years Having Its Office At 129 1St Extension Kamla Nehru Nagar Jodhpur

----Petitioner

Versus

1. State Of Rajasthan, Through Its Secretary Department Of Food Civil Supplies And Consumer Good Govt Of Rajasthan Secretariat Jaipur
2. Principal Secretary, Cooperative Department Secretariat Jaipur
3. District Collector, Jalore

----Respondents

**S.B. Civil Writ Petition No. 10115/2023**

Shri Saptashrungi Company, Through Its Proprietor Pradnya Dwarakanath Rathi, Aged About 65 Years, Resident Of Mahaavir Ratan , Flat No. 601, Plot No 113, Opp. Blue Diamond Hotel, Sector 12, Navi Mumbai, Vashi, Thane, Maharashtra.

----Petitioner

Versus

1. State Of Rajasthan, Through Principal Secretary, Cooperative Department, Government Of Rajasthan, Jaipur.
2. The District Collector, Ajmer
3. The Addl. District Magistrate, Ajmer
4. District Supply Officer, Collectorate Office, Ajmer

----Respondents

**S.B. Civil Writ Petition No. 10116/2023**

Shri Saptashrungi Company, Through Its Proprietor Pradnya Dwarakanath Rathi, Aged About 65 Years, Resident Of Mahaavir Ratan, Flat No. 601, Plot No 113, Opp. Blue Diamond Hotel, Sector 12, Navi Mumbai, Vashi, Thane, Maharashtra.

----Petitioner

Versus

1. State Of Rajasthan, Through Principal Secretary, Cooperative Department, Government Of Rajasthan, Jaipur.
2. The District Collector, Alwar.
3. The Addl. District Magistrate, Alwar.
4. District Supply Officer, Collectorate Office, Alwar.

----Respondents



**S.B. Civil Writ Petition No. 9698/2023**

Akh Food Products, Through Its Pantner Rahul Suwalka S/o Janki Lal, Age 35 Years, Having Its Office At G-118, Riico Growth Center, Swaroopganj, Bhilwara, Rajasthan 311001.

-----Petitioner

Versus

1. State Of Rajasthan, Through Its Secretary, Department Of Food Civil Supplies And Consumer Good, Government Of Rajasthan, Secretariat, Jaipur.
2. Principal Secretary, Cooperative Department, Secretariat, Jaipur.
3. District Collector, Sirohi.
4. District Collector, Pali.
5. District Collector, Banswara.
6. District Collector, Bundi.
7. District Collector, Churu.
8. District Collector, Ajmer.
9. District Collector, Dholpur.
10. District Collector, Alwar.
11. District Collector, Karauli.
12. District Collector, Hanumangarh.
13. District Collector, Jodhpur.
14. District Collector, Bhilwara.

-----Respondents

**S.B. Civil Writ Petition No. 9339/2023**

1. Krishna Floor Mill, Through Its Proprietor Sandeep Katariya S/o Bajrang Katariya, Age 35, R/o Marudhar Vihar, Khatipura Moad, Choudhary Dhaba Khatipura Jaipur Jhotwala Rajasthan.
2. Sandeep Katariya S/o Bajrang Katariya, Aged About 35 Years, R/o Marudhar Vihar, Khatipura Moad, Choudhary Dhaba Khatipura Jaipur Jhotwala Rajasthan.

-----Petitioners

Versus

1. State Of Rajasthan, Through Its Secretary, Department Of Food Civil Supplies And Consumer Good, Government Of Rajasthan, Secretariat Jodhpur.
2. Principal Secretary, Cooperative Department, Secretariat, Jaipur.
3. District Collector, Jodhpur.

-----Respondents





**S.B. Civil Writ Petition No. 9911/2023**

Rajesh Trading Company, Through Its Proprietor Rajesh Rar  
S/o Sultan Singh Having Its Office At 95A, Lions Lane Colony,  
200 Feet Bypass, Sirsi Road, Pnachyawala Jaipur, Rajasthan,  
302034.

----Petitioner

Versus

1. State Of Rajasthan, Through Its Secretary Department  
Of Food Civil Supplies And Consumer Good,  
Government Of Rajasthan Secretariat, Jaipur
2. Principal Secretary, Cooperative Department  
Secretariayt Jaipur
3. District Collector, Sirohi
4. District Collector, Pali
5. District Collector, Banswara
6. District Collector, Bundi
7. District Collector, Churu
8. District Collector, Ajmer
9. District Collector, Dholpur
10. District Collector, Alwar
11. District Collector, Karauli
12. District Collector, Hanumangarh
13. District Collector, Jodhpur
14. District Collector, Bhilwara
15. District Collector, Jalore
16. District Collector, Chittorgarh
17. District Collector, Pratapgarh
18. District Collector, Bharatpur
19. District Collector, Rajsamand
20. District Collector, Sikar
21. District Collector, Sri Ganganagar
22. District Collector, Jhunjhnu
23. District Collector, Jaipur

----Respondents

**S.B. Civil Writ Petition No. 9420/2023**

Salasar Trading Company, Through Its Proprietor Kamlesh  
Kumar Agarwal Resident Of 1, Sadar Bajar, Abu Road, Sirohi,  
Rajasthan, District Sirohi.

----Petitioner

Versus





1. State Of Rajasthan, Through The Principal Chief Secretary, Government Of Rajasthan, Jaipur (Raj.).
2. Principal Secretary Cooperative Department, Government Of Rajasthan, Jaipur (Raj.).
3. Registrar Cooperative Department, Government Of Rajasthan, Jaipur (Raj.).
4. District Collector, Sirohi (Raj.).
5. Additional District Magistrate, Sirohi (Raj.).
6. Treasurer Office, Government Of Rajasthan, Jaipur (Raj.).
7. District Supply Officer, Collectorate Office, Sirohi (Raj.).

----Respondents

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For Petitioner(s) : Dr. Prathistha Dave  
Mr. Hemant Ballani for  
Mr. Vinit Sanadhya  
Mr. Sunil Purohit

For Respondent(s) : Mr. Sandeep Shah, Sr. Adv. & AAG  
assisted by Ms. Pratyushi Mehta &  
Mr. Nishant Bapna.  
Mr. Sudhir Tak, AAG.

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**HON'BLE DR. JUSTICE PUSHPENDRA SINGH BHATI**

**Judgment**

**Reserved on 16/08/2023 & 18/08/2023**

**Pronounced on 29/08/2023**

1. Though the instant petitions were heard separately and on different dates, but looking into the commonality of the issues involved in all the present petitions by the petitioners-Firms, notwithstanding the marginal variation in the contextual facts, they are being decided by this common judgment.



1.1. For the purpose of the present adjudications, the facts are being taken from the above-numbered S.B. Civil Writ Petition No.9818/2021, while treating the same as a lead case.

1.2. The present petitions under Article 226 of the Constitution of India have been preferred claiming, in sum and substance, the following reliefs:

*It is therefore humbly prayed that this petition for writ in the nature of mandamus may kindly be allowed and by an appropriate writ order or direction:*

*i) The condition No.5 of clause II which was referred in tender bid document heading as THE CLAUSE, TERMS & CONDITIONS requiring that the Bidder should have work orders of minimum Rs.50 Crores for supply of items mentioned in Bid at District/Tehsil/Gram Panchayat/FPS level in minimum 3 districts of any State Government Department(s)/Govt. Institution(s) in last three preceding years may kindly be declared illegal and the same may kindly be quashed and set aside.*

*ii) Further, condition No.4 of clause II which referred in tender bid document heading as THE CLAUSE, TERMS & CONDITIONS requiring that the Bidder should have Average Annual Turnover of 60% of the total estimated cost of the quantity in the bid document may kindly be declared illegal and the same may kindly be quashed and set aside.*

*iii) the respondent authorities may kindly be directed to accept the tender bid of all the bidders, while rescheduling the date at least by extending it by 7 days with amended conditions as aforesaid.*

*iv) The tender bid application of the petitioner may kindly be accepted and examined without insisting upon the requirement referred in condition No. 15 of clause II.*

*v) In the alternative, the respondent authorities may kindly be directed to cancel the tender process and re-initiate the same while deleting the condition of work order of Rs.50 Crores in three districts of the State of Rajasthan, to ensure maximum participation.*

*vi) If during pendency of the writ petition, the tender process is completed, the same may kindly be quashed and set aside and the respondent may kindly be directed to invite fresh tender bid while waiving off the aforesaid conditions No.4, 5 & 15 of clause II of the tender bid document.*

*vii) Any other writ or direction, that may be deemed fit, just and proper, in the facts and circumstances of the case may kindly be passed in favour of the petitioner.*





viii) Costs of the writ petition may also be awarded to the petitioner.

2. Briefly put, the State of Rajasthan launched "Mukhyamantri Nihshulk Annapurna Food Packet Scheme" (in short, 'Scheme') for supply of high quality branded food items [with FSSAI/BIS/Agmark/HACCP/FPO etc. certification(s)] in a sealed carry bag at all FPS Shops, including GSS & KVSS working as FPS in every district in the State of Rajasthan. In pursuance of the Scheme, the District Collector of each district in the State published tender notice inviting E-bid applications for supply of certain food commodities i.e. sugar, edible refined oil, coriander powder, and so on. The petitioner-Firm, being involved in the business of trading and supply of food items, participated in the tender process, for District Jalore, in pursuance of an interim order passed in the above-numbered S.B. Civil Writ Petition No. 9818/2023 (lead case). However, the petitioner is aggrieved of the conditions no.4 & 5 of Clause II of the Notice Inviting e-Bid; apart therefrom, certain petitioner(s) herein is aggrieved of condition no.15 of the said Clause II.

For ready reference, the aforesaid conditions no.4, 5 & 15 are reproduced as hereunder:

**"II. THE CLAUSES, TERMS AND CONDITIONS ARE ARE FOLLOWS:**

.....

4. Bidder should have Average Annual Turnover of Rs.67.116 Crores [**Fix the value as 60% of the total estimated cost of the quantity in the bid document**] in last Five financial year (i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23). In support of Turnover Bidder should have to submit Audited Accounts (i.e., Balance Sheet &





*Trading & Profit & Loss Account, if F.Y. 2022-23 is unaudited will be accepted but duly verified by Chartered Accountant) for verification of Turnover which is shown in **Annexure-'E'** duly certified and signed by Chartered Accountant along with UDIN will be submitted along with Bid.*

*5. Bidder should have work orders of minimum Rs.50.00 Crore for supply of all items mentioned in Bid at District/Tehsil/Gram Panchayat/FPS level in minimum 3 districts of any State of Government Departments/Govt. Institutions in last Three Preceding Years (2020-21, 2021-22 & 2022-23) as per **Annexure-'F'**.*

*15. Bidder should submit duly Notorised work orders of minimum Rs.50.00 Crore for supply of items mentioned in Bid at District/Tehsil/Gram Panchayat/FPS level in minimum 3 districts of any State of Government Departments/Govt. Institutions in last Three Preceding Years (2020-21, 2021-22 & 2022-23) as per **Annexure-'F'**."*

3. At the outset, learned counsel for the petitioners did not make any specific argument, as regards the aforementioned condition no.15, as it was informed that the same is almost identical to that of the above-said condition no.5, except for the requirement of notarized documents.

3.1. Learned counsel for the petitioners submitted that the conditions no.4 & 5 were purposefully designed in such a manner so as to reduce the competition and oust certain prospective bidders of Districts in the State of Rajasthan, and that, the conditions were framed to create monopoly in favour of a particular tenderer, who had worked with the State Government under the Integrated Child Development Scheme; such conditions would evidently throttle the competition itself and have no nexus with the object sought to be achieved; in furtherance, the bidders





who were granted the work order, mostly belong from outside of Rajasthan or are State Organizations.

3.2. Learned counsel further have referred to Sections 4 & 6 of the Rajasthan Transparency in Public Procurement Act, 2012 (hereinafter referred to as 'RTPP Act, 2012'), which are reproduced as hereunder:

**"4. Fundamental principles of public procurement.-**

(1) In relation to a public procurement, the procuring entity shall have the responsibility and accountability to -

- (a) ensure efficiency, economy and transparency;
- (b) provide fair and equitable treatment to bidders;
- (c) promote competition; and
- (d) put in place mechanisms to prevent corrupt practices.

(2) Subject to the provision of sub-section (3) of section 3, every procuring entity shall carry out its procurement in accordance with the provisions of this Act and the rules and guidelines made thereunder.

**6. Participation of bidders.-** (1) The procuring entity shall not establish any requirement aimed at limiting participation of bidders in the procurement process that discriminates against or among bidders or against any category thereof, except when authorised or required to do so by this Act or the rules or guidelines made thereunder or by the provisions of any other law for the time being in force.

(2) The State Government may, by notification in this behalf,

provide for mandatory procurement of any subject matter of procurement from any category of bidders, and purchase or price preference in procurement from any category of bidders, on the following grounds, namely:-

- (a) the promotion of domestic industry;
- (b) socio-economic policy of the Central Government or the State Government;
- (c) any other consideration in public interest in furtherance of a duly notified policy of the Central Government or the State Government:







*Provided that any such notification shall contain a reasoned justification for such mandatory or preferential procurement, the category of suppliers chosen and the nature of preference provided.*

*(3) The procuring entity, when inviting the participation of bidders in the procurement process, shall declare whether participation of bidders is limited pursuant to this section and on what ground and any such declaration may not ordinarily be later altered.*

*(4) Nothing in this section shall be construed as preventing the State Government or any procuring entity from imposing or enforcing measures limiting participation on account of the need -*

*(a) to protect public order, morality or safety;*

*(b) to protect human, animal or plant life or their health;*

*(c) to protect intellectual property;*

*(d) to protect the essential security and strategic interest of India.”*

Learned counsel thus submitted that the said provisions of law made it a mandatory requirement that the procuring entity should not impose such requirements that would limit the participation of bidders in the procurement process and which amount to imposition of discrimination among the bidders or against any category thereof, except when authorized to do so by the Act of 2012; thus, it is clear that in the present case, the conditions 4 & 5 are violative of the provisions of the Act of 2012.

3.3. In furtherance, it was submitted that condition no.4 of having Average Annual Turnover of 60% of bid value of the total stipulated cost of the bid in the last 5 financial years is unreasonable, as the Government itself had not invited any tender for such a huge amount of Rs.50 Crores; such condition though





provided for examination of the financial capability of the bidder, however, in the present case, have been stipulated with a view to decrease the competition.

3.4. It was also submitted that the condition no. 5 should be examined, in light of the number of tenders awarded by the government in the last preceding three years amounting to more than Rs.50 Crores in any of the Districts; also there was no restriction for the bidder, who fulfilled the condition no. 5 to participate in the bidding process in the entire State of Rajasthan, as the one who had work order in more than 3 districts for Rs. 50 crores would inadvertently qualify the said condition in all the districts.

3.5. It was further submitted that the State Government had initiated the process in the first week of July and the process was stipulated to be completed within 20 days thereafter; thus, such a short period, with the aforementioned stringent conditions, reduced the scope of participation, and sufficient time was required for maximum competition.

3.6. It was also submitted that the aforementioned conditions had been imposed, while ignoring the fact, there was onslaught of Covid 19 pandemic from the year 2020 to 2022, and thus, every industry had been in crisis, during the said period, and further, even the Central Vigilance Committee had envisaged in its Guidelines that the requirement of turnover must be 30% of the bid value; however, the respondents imposed the aforesaid unreasonable conditions.





4. On the other hand, Mr. Sandeep Shah, learned Senior Counsel & Additional Advocate General assisted by Ms. Pratyushi Mehta and Mr. Nishant Bapna appearing on behalf of the respondents, while opposing the aforesaid submissions made on behalf of the petitioners, submitted that it is a settled proposition of law that bid documents are in the realm of contracts and the same are not open for judicial scrutiny, unless there exists a proved arbitrariness or unreasonableness in regard to the process concerned. In furtherance, the respondent authorities, after due deliberations, prescribed the aforesaid conditions i.e. the eligibility criteria for the prospective bidders, and thus, the same cannot be changed simply because certain bidders are unable to fulfill the criteria so set forth.

4.1. It was further submitted that the scope of interference by the Court in the cases pertaining to a bid document or its interpretation by the Courts, is limited, meaning thereby, the same may not be done, unless public interest is going to be affected; however in the present case, no such allegation has been set forth by the petitioners.

4.2. In support of such submissions, reliance was placed on the following judgments:

(a) *Airport Authority of India v. Centre for Aviation Policy, Safety & Research (CAPSR) & Ors.*, (Civil Appeal Nos. 6615-6616 of 2022, decided on 30.09.2022) by the Hon'ble Apex Court;

(b) *Abhimanyu Sharda & Ors. v. State of Rajasthan & Ors.*, (S.B. Civil Writ Petition No. 91/2022 and connected matters, decided on 12.01.2022) by the Hon'ble High Court of Rajasthan; and





(c) *Uflex Ltd. v. Government of Tamil Nadu & Ors. (Civil Appeal Nos. 4862-4863 of 2021, decided on 17.09.2021) by the Hon'ble Apex Court.*

4.3. It was also submitted that the eligibility criteria, as mentioned in the bid document, determine the technically qualified bidders and the financial bid of only the technically qualified bidders is opened; thus the petitioners, being declared disqualified on technical basis, cannot be allowed to participate in the bid.

4.4. It was further submitted that a bare perusal of the condition no. 5 would reveal that the bidder should have work orders of minimum Rs. 50 Crores of supply of prescribed items in 3 districts with any State Government in the last 3 years, and not just in the State of Rajasthan, and thus, even if it was alleged that tenders of such stake had not been issued in the last 3 years, the same would not make a difference, as the very basis of such condition was to promote competition among bidders.

4.5. It was also submitted that there are bidders who qualified all the prescribed eligibility criteria, and the aforesaid conditions were prescribed much before the bidders submitted their bids, and thus, it was not possible for the respondent authorities to be aware of the participants; hence, the allegations of creating monopoly in favour of certain bidders is completely baseless. In furtherance, reliance was placed on the communication dated 14.08.2023 of the Office of Deputy Registrar, Cooperative Societies, Jalore (Rajasthan) providing a detailed list of the work





orders issued to Firms in various districts of the State under the Scheme.

5. Heard learned counsels for the parties as well as perused the record of the case alongwith the judgments cited at the Bar.

6. This Court observes that the State of Rajasthan launched the Scheme for supply of high quality branded food items in a sealed Carry Bag at all FPS Shops including GSS & KVSS working as FPS in every district in the State of Rajasthan, and pursuant thereto, the District Collector of each district in the State of Rajasthan published a tender notice inviting E-bid applications for supply of certain commodities, whereupon the petitioners participated in the tender process and were aggrieved of the aforesaid conditions as laid down in the tender notice.

7. This Court further observes that the petitioners were unable to qualify as bidders in the aforesaid tender, as they could not satisfy the very conditions laid down in the tender, and were thus, found ineligible to even qualify as technical bidders, resulting in not being issued the work order in question; further, the eligibility criteria was laid down by the respondent authorities, after due consideration and deliberation, and keeping in mind the necessary requirements, such as financial capability for the work order to be issued.

8. This Court also observes that it is a settled proposition of law that there should be minimum interference of Courts, when it comes to the terms of a bid document, and that the same should not be open for judicial scrutiny/review, unless there is apparent and proved arbitrariness, malafide or discrimination on the part of





the State Government; however, the present case does not fall within either of the said parameters, so as to persuade this Court to make the interference as prayed for.

9. This Court is conscious of the judgment rendered by the Hon'ble Apex Court in the case of **Uflex Ltd. (supra)**; relevant portion whereof is reproduced as hereunder:

*"2. The judicial review of such contractual matters has its own limitations. It is in this context of judicial review of administrative actions that this Court has opined that it is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fide. The purpose is to check whether the choice of decision is made lawfully and not to check whether the choice of decision is sound. In evaluating tenders and awarding contracts, the parties are to be governed by principles of commercial prudence. To that extent, principles of equity and natural justice have to stay at a distance.*

*3. We cannot lose sight of the fact that a tenderer or contractor with a grievance can always seek damages in a civil court and thus, "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."*

*4. In a sense the Wednesbury principle is imported to the concept, i.e., the decision is so arbitrary and irrational that it can never be that any responsible authority acting reasonably and in accordance with law would have reached such a decision. One other aspect which would always be kept in mind is that the public interest is not affected."*

10. This Court is also conscious of the judgment rendered by the Hon'ble Apex Court in the case of **Airport Authority of India v. Centre for Aviation Policy, Safety & Research (CAPSR) &**





**Ors., (supra);** relevant portion whereof is reproduced as hereunder:

"28. While considering the scope and ambit of the High Court under Article 226 of the Constitution of India with respect to judicial scrutiny of the eligibility criteria/tender conditions, few decisions of this Court are required to be referred to, which are as under:

29. In the case of *Maa Binda Express Carrier (supra)*, in paragraph 8, this Court observed and held as under:

"8. The scope of judicial review in matters relating to award of contracts by the State and its instrumentalities is settled by a long line of decisions of this Court. While these decisions clearly recognise that power exercised by the Government and its instrumentalities in regard to allotment of contract is subject to judicial review at the instance of an aggrieved party, submission of a tender in response to a notice inviting such tenders is no more than making an offer which the State or its agencies are under no obligation to accept. The bidders participating in the tender process cannot, therefore, insist that their tenders should be accepted simply because a given tender is the highest or lowest depending upon whether the contract is for sale of public property or for execution of works on behalf of the Government. All that participating bidders are entitled to is a fair, equal and non-discriminatory treatment in the matter of evaluation of their tenders. It is also fairly well settled that award of a contract is essentially a commercial transaction which must be determined on the basis of consideration that are relevant to such commercial decision. This implies that terms subject to which tenders are invited are not open to the judicial scrutiny unless it is found that the same have been tailor-made to benefit any particular tenderer or class of tenderers. So also, the authority inviting tenders can enter into negotiations or grant relaxation for bona fide and cogent reasons provided such relaxation is permissible under the terms governing the tender process."





30. *In the case of Michigan Rubber (India) Ltd. (supra), after considering the law on the judicial scrutiny with respect to tender conditions, ultimately it is concluded in paragraph 23 as under:*

*"23. From the above decisions, the following principles emerge:*

*(a) The basic requirement of Article 14 is fairness in action by the State, and non -arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it would be legitimate to take into consideration the national priorities;*

*(b) Fixation of a value of the tender is entirely within the purview of the executive and the courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by courts is very limited;*

*(c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of the tendering authority is found to be malicious and a misuse of its statutory powers, interference by courts is not warranted;*

*(d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and*

*(e) If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by court is very restrictive since no person can claim a fundamental right to carry on business with the Government."*

31. *In the aforesaid decision, it is further observed that the Government and their undertakings must have a free hand*







*in setting terms of the tender and only if it is arbitrary, discriminatory, mala fide or actuated by bias, the courts would interfere. It is further observed that 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 fair, wiser or logical.*

*32. Similar views have been expressed in the case of Educomp Datamatics Ltd. (supra) and Meerut Development Authority (supra).*

*33. In the present case, the AAI explained before the High Court the rationale behind the respective conditions, namely, clustering of 49 airports into 4 region-wise sub-categories/clusters; criteria for evaluation - 36 months experience in past 7 years in providing 3 out of 7 Core GHS and the financial capacity - Annual Turnover of Rs. 30 crores (modified as Rs. 18 crores) in any one of last three financial years.*

*34. Having gone through the respective clauses/conditions which are held to be arbitrary and illegal by the High Court, we are of the opinion that the same cannot be said to be arbitrary and/or mala fide and/or actuated by bias. It was for the AAI to decide its own terms and fix the eligibility criteria.”*

11. This Court also observes that the very purpose of the legislation in incorporating Sections 4 & 6 in the RTPP Act, 2012 was to ensure the accountability and responsibility of the procuring entity in the procuring process and to promote transparency, fairness and competition among the bidders (place limitation only when required and with reasons) so that the scarce public funds are well spent and the public projects are carried out in a timely manner.

12. The conclusion of this Court is that the core criteria for interference by the Courts, which are arbitrariness, irrationality, unreasonableness, bias and malafide, are not existing in the





present matter, as revealed from the aforesaid discussion, and more particularly, by perusing the list provided by the Office of Deputy Registrar Cooperative Societies, Jalore (Rajasthan) in its communication dated 14.08.2023, of the Firms, who were issued the work order, it is amply clear that there are multiple bidders who qualified the eligibility criteria so set forth by the respondent authorities and the conditions are not formulated in a manner so as to favour certain bidders or to create monopoly in favour of any of the State Organization, as many private entities have also been issued work orders under the tender in question; further, in condition no. 5 the term '*any state*' has been used, and thus, the bidders were not bound to have tenders of only State of Rajasthan, but were free to show work orders issued to them by other States as well, thus promoting free competition by involving bidders from all over the country.

13. Thus, in light of the aforesaid observations and looking into the factual matrix of the present case, this Court does not find it a fit case so as to grant any relief to the petitioners in the present petitions.

14. Consequently, the present petitions are dismissed. All pending applications stand disposed of.

**(DR.PUSHPENDRA SINGH BHATI), J.**

SKant/-

