RAJASTHAN HIGH COURT

HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JODHPUR

S.B. Civil Writ Petition No. 1439/2026

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M/s Ujjain Dreams, (Proprietor Firm) Having Its Registered Office At G-1, Samadhan House, Sanipani Chouraha, Freeganj (Madhya Pradesh) Through Its Proprietor Deepesh Kushwah S/o Shri Devnarayan Kushwah, Aged About 33 Years, R/o G-1, Samadhan House, Sanipani Chouraha, Freeganj (Madhya Pradesh).

----Petitioner

Versus

1. State Of Rajasthan, Through The Secretary, Local Self Government (Lsg), Secretariat, Jaipur, Rajasthan.
2. Municipal Board, Abu Mount, District Sirohi, Rajasthan, Through Its Commissioner.
3. Administrator (Prashashak), Municipal Board, Abu Mount, District Sirohi, Rajasthan.
4. M/s Coral Associates Udaipur, Registered Office At 2Nd Floor, Cabin No. 1, Corporate Tower, Rsg's, The Universe Campus, Hiran Magri Extension, Opp. Sector 9, Udaipur, Rajasthan.

----Respondents

For Petitioner(s)	:	Mr. Moti Singh
For Respondent(s)	:	Mr. Rajesh Panwar, Sr. Advocate – cum – AAG, assisted by Mr. Aishwarya Anand Mr. Tushar Jain Mr. Abhimanyu Singh

HON'BLE MR. JUSTICE SUNIL BENIWAL

Order

REPORTABLE

Concluded and
Reserved on : 02/02/2026
Pronounced on : 17/02/2026

1. The petitioner has preferred this writ petition being aggrieved of the action of the respondent No.2, whereby the bid submitted by the petitioner-firm for operating the boat services at Nakki Lake, Mt. Abu, District Sirohi for the year 2025-2028 was

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declared to be non-responsive and the bid submitted by the respondent No.4 was declared to be responsive, consequent to which the tender was awarded to respondent no.4.

2. The facts in nutshell are that the respondent No.2 floated a tender whereby bids were invited from the eligible firms for operating boating services at Nakki Lake for the year 2025-2028 vide communication dated 19.12.2025 (Annex.1).

2.1 The petitioner, treating itself to be eligible, submitted its bid. Thereafter, a pre-bid meeting was convened on 29.12.2025 wherein certain modification was made in the Condition No.21 of the tender notice and a corrigendum was issued on 06.01.2026 (Annex.5). The petitioner has also questioned the decision of the respondent No.2 in issuing such corrigendum and changing the terms and conditions of the tender.

2.2 The technical bid was opened on 13.01.2026 and the bid submitted by the petitioner was considered to be non-responsive and the bid submitted by the respondent No.4 was accepted. Hence, this petition.

3. Challenging the action aforesaid, learned counsel for the petitioner made the following submissions:-

(i) The bid submitted by the petitioner was wrongly considered to be non-responsive. The petitioner was having requisite experience, however, despite this, the petitioner-firm was not found to be eligible by the respondents. He drew Court’s attention towards Annex.12, and submitted that the reason assigned for considering the petitioner’s bid as non-responsive is contrary to the record.

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(ii) The respondents have committed error not only in treating the petitioner's bid to be non-responsive but the decision to award contract to respondent No.4 is not only in violation of the Rajasthan Transparency in Public Procurement Act, 2012 (for short, 'Act of 2012') and Rajasthan Transparency in Public Procurement Rules, 2013 (for short, 'the Rules of 2013') but the same clearly reflects that the entire process has been carried out in a biased manner.

Elaborating the same, learned counsel submitted that the base price for the tender in question was amounting to Rs.7,61,00,000/- and the bid submitted by the respondent No.4 has been accepted at a much lower rate. In no case, the respondents could have reduced the base price and on this count alone, the contract awarded to the respondent No.4 deserves to be cancelled.

(iii) The technical bid is said to have been opened on 13.01.2026, however, Annex.10 clearly shows the status as on 15.01.2026 was that the bid submitted by the petitioner was admitted and that of the respondent No.4 was to be opened. It is submitted that on 15.01.2026, at 11.03 a.m., it is observed that the bid submitted by the petitioner was found to be non-responsive as reflected in Annex.12 and at the same time, the status as noted on 15.01.2026, at 9.56 a.m. (Annex.10), indicates that the bid submitted by the petitioner to be admitted. It is thus, submitted that the respondent No.2, in order to accommodate the respondent No.4, has manipulated the tender proceedings and has proceeded in complete biased manner in not only declaring the petitioner's bid to be non-responsive but at the same time has

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proceeded to show undue favour to the respondent No.4 in treating its bid to be responsive. Not only this, the respondents have also acted in arbitrary manner and declared the respondent No.4 as successful bidder and issued work order in a hot and haste manner.

(iv) The respondent no.4 did not possess the requisite documents like solvency certificate and experience certificate which is mentioned in the tender conditions. On the other hand, petitioner possesses relevant experience as it has entered into partnership on 07.01.2026 with one Sunil Kumar Gupta, proprietor of Maa Kshipra Boat Club, and the experience of firm ought to be included while considering the bid of the petitioner as the same has not been barred by the tender conditions.

(v) The respondents have not adhered to the provisions of Rule 68 of the Rules of 2013, as per which, in case of a single bidder, the respondents are required to abide by the procedure as mentioned in the aforesaid Rule, however, in the present case, the procedure has not been followed as the rate offered by respondent no.4 is much below the base rate therefore, can in no manner be said to be reasonable. Thus, on account of not following the procedure under the said Rule, the entire process observed by the respondents stands vitiated and consequently, the contract awarded to the respondent No.4 is liable to be cancelled.

(vi) In addition to the aforesaid provision, the learned counsel for the petitioner also made reference of Sections 4, 5 and 6 of the Act of 2012 and Rules 33, 55, 56, 67, 69 and 75A of the Rules of 2013 and contended that it was incumbent upon the respondent No.2 to have adhered to the provisions as provided in the Act of

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2012 and Rules of 2013 and without following the mandate, as given in the Rules of 2013, the proceedings undertaken by the respondent No.2 cannot be said to be in accordance with law.

4. Per contra, learned Senior Counsel – cum AAG, Mr. Rajesh Panwar, raised a preliminary submission that the writ petition is not maintainable as the petitioner has an alternative remedy of filing appeal under Section 38 of the Act of 2012.

4.1 The learned Senior Counsel – cum – AAG, submitted that the petitioner's bid was rightly declared to be non-responsive considering the fact that it was not possessing the experience certificate so also the 'no dues certificate' and, therefore, the petitioner has no locus to question the tender process or selection of respondent No.4 as a consequence of finalization of the process. This Court may not entertain the submission of the learned counsel for the petitioner who has questioned the selection of respondent No.4, more particularly, while considering the fact that the petitioner-firm itself is ineligible.

4.2 So far as the quote by the respondent no.4 being below the base amount is concerned, learned senior counsel submitted that from the year 2010, except few years, the bids received have always been lower than the base amount therefore, after ensuring necessary compliances as required under the rules and considering the fact that keeping the tender process pending or initiating a fresh process would cause loss of revenue, the authorities decided to proceed with negotiations with the responsive bidder. Further, initially amount of Rs,3,96,99,999/- was quoted by respondent no.4 following which it was called for negotiation. During negotiation, respondent no.4 agreed to raise

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RAJASTHAN HIGH COURT

the quote by 10% from the previous year, bringing the amount to Rs.5,76,99,999/-, thus, bid was finalized. Thus, the authority after satisfying itself with regard to the amount quoted so also the other administrative and revenue aspects decided to issue work order to respondent no.4.

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4.3 Responding to the argument regarding timeline of opening and communication of bid, learned senior counsel submitted that the Committee opened the bid on 13.01.2026 and communicated its decision to Commissioner. The Commissioner received the same on 14.01.2026 and forwarded it to Administrator. On the next day i.e. 15.01.2026, the decision was uploaded on the portal and information was sent to the bidders. Therefore, the portal was being updated in real time after attaching the Digital Signature Certificate on the documents hence, the intimation through mail was also sent upon the information being updated on portal. Therefore, the allegation that the respondents have acted in malafide and arbitrary manner to provide benefit to certain bidder is baseless. Also, the status of petitioner's bid is mentioned as 'admitted' in Annex.10 as petitioner's bid after being admitted was declared as non-responsive whereas the private respondent's technical bid was declared responsive and its financial bid was yet to be opened therefore, the remark 'to be opened' is for the purpose of financial bid and not technical bid.

4.4 The authorities have followed the procedure prescribed under the Act of 2012 and Rules of 2013 while accepting the bid of respondent no.4 which is evident from the record of proceedings and notings made by the authorities. The necessary formalities as

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mandated by law have been followed in spirit including Rule 68 of the Rules of 2013.

4.5 Learned counsel while relying upon the judgment passed by the Apex Court in the case of ***Tata Cellular Vs. UOI; (1994) 6 SCC 651*** submitted that in contractual matters judicial review is confined to examining the legality of the decision making process and not the merits of the decision itself and a tender is merely an invitation to offer and does not confer any vested or enforceable right upon a bidder. The courts must not substitute their own decision for that of the tendeirng authority nor act as appellate forums over administrative or commercial decisions.

4.6 The Apex Court in the case of ***Silppi Constructions Contractors Vs. UOI; (2020) 16 SCC 489*** reiterated the principle of minimum judicial interference in tender matters and held that public interest must prevail over the private interest of individual bidders and unless a clear case if malafides, arbitrariness or perversity is made out, courts should refrain from interfering with tender conditions or evaluation process.

In the present matter, the bid of petitioner so also respondent no.4 were analyzed according to the conditions of the tender which were equal and common for all the prospective bidders therefore, it cannot be said that the authorities have afforded undue benefit to respondent no.4.

5. Learned counsel appearing for respondent no.4, while adopting the arguments made by learned senior counsel for the authorities, submitted that the bid has been declared to be responsive after considering all the documents so also compliance with the tender conditions.

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5.1 The respondent no.4 attached the relevant experience certificate (Annexure-R-4/2) so also the solvency certificate (Annexure-R-4/3) alongwith the other bid documents therefore, the allegation that in absence of requisite documents, bid of respondent no.4 has been accepted is not tenable. Moreover, the provisional work order has also been issued to the private respondent therefore, considering the public interest and revenue of the government, the Court may not grant indulgence at this stage.

5.2 Further, reliance was placed on observations recorded in the case of ***N.G. Projects Limited Vs. Vinod Kumar Jain; (2022) 6 SCC 127*** wherein the Apex Court cautioned that writ court should refrain itself from imposing its decision over the decision of employer as to whether or not to accept the bid of a bidder, more particularly when technical issues are involved. It was further observed that even if court finds that there is total 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 as such injunction or interference in the tender leads to additional costs on the State and is also against public interest. Therefore, the State and its citizens suffer twice, firstly by paying escalation costs and secondly, by being deprived of the infrastructure for which the present day governments are expected to work.

In view of the above, it was prayed that this Court may not interfere with the decision of declaring the respondent no.4 as successful bidder as there are no malafides established on record.

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RAJASTHAN HIGH COURT

6. Learned counsel for the petitioner while responding to the argument regarding existence of alternative remedy submitted that the entire tender process is not tenable as undue benefit has been afforded to private respondent so also the procedure as required under the Rules of 2013 has not been followed which is arbitrary. Reliance was placed on following judgments:

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(i) ***Whirlpool Corporation Vs. Registrar of Trademarks, Mumbai & Ors.; (1998) 8 SCC 1***

(ii) ***M/S Popcorn Entertainment & Anr. Vs. City Industrial Development Corporation & Anr.; 2007 Supreme (Online) (SC) 199***

(iii) ***Premier Printing Press Vs. State of Rajasthan & Ors.; 2017 (3) WLC 454***

7. Heard learned counsel for the parties and perused the material available on record.

A. ALTERNATIVE REMEDY

8. This Court deems it appropriate to first deal with the issue regarding maintainability of the writ petition on ground of alternative remedy.

8.1 The Court in the case of ***Premier Printing Press*** (supra) after discussing various precedents on this issue observed certain exceptions as below:

> *"There are thus these seven well recognized exceptions to the rule of alternative remedy, which can be culled out from the afore discussed judgments of the Supreme Court: firstly, where the writ petition has been filed for enforcement of fundamental rights; secondly, where there has been violation of principle of natural justice; thirdly, where the order or proceedings is wholly without jurisdiction; fourthly, where the vires of any Act is under challenge; fifthly, where availing of alternative remedy subjects a person to very lengthy proceedings and*

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> *unnecessary harassment; sixthly, where the writ petition can be entertained despite alternative remedy if the question raised is purely a legal one, there being no dispute on facts; and seventhly, where State or its intermediary in a contractual matter acts against public good/interest unjustly, unfairly and arbitrarily."*

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8.2 Keeping in view the above-quoted observations, this Court deems it appropriate to decide the present writ petition on merits as firstly, the bid has been alleged to be accepted malafidely; secondly, the provisional work order has already been issued to the private respondent therefore, it would not be appropriate to relegate the parties to other forum at this stage; and thirdly, it has been alleged that the procedure of law has not been followed.

B. REJECTION OF PETITIONER'S BID

9. This Court deems it appropriate to now deal with the issue, as to whether respondents were justified in treating the bid of the petitioner as non-responsive.

10. The reason assigned for treating the petitioner's bid to be non-responsive by the Procurement Committee is reproduced as under:-

> "1. फर्म द्वारा भागीदारी विलेख संख्या डी.जी. 023030 – 39 दिनांक 07.01.2026 के द्वारा श्री सुनिल गुप्ता प्रो. मा शिप्रा बोट क्लब एवम मै. उज्जैन ड्रीम्स के मध्य प्रस्तुत की गई है। फर्म द्वारा मैसर्स शिप्रा मा क्लब के अनुभव प्रमाण पत्र संलग्न किये गये है। जबकि निविदा शर्तों में जोइण्ट वैण्सर्स के रूप में अनुभव की मांग नहीं की गई है।
>
> 2. फर्म द्वारा माननीय उच्च न्यायालय जोधपुर के आदेश दिनांक 19.06.2026 अनुसार यु.डी.ए. द्वारा आदेश दिनांक 17.06.2025 से फर्म के डिबार संबंधित आदेश पर स्टे किया हुआ है की प्रति संलग्न की है।"

As per the comments recorded by the committee, the petitioner's bid has been rejected on the ground that experience as joint venture is not valid as per the conditions and the

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petitioner has submitted experience certificate possessed by M/S Shipra Maa Club with whose proprietor, the petitioner has entered into partnership.

10.1 Before examining this issue on merit, it would also be appropriate to reproduce the requirement as mandated in the NIT with regard to the experience certificate which reads as under:-

> "7. निविदादाता को कम से कम तीन वर्ष का सरकारी/अर्द्धसरकारी विभाग में बोट संचालन का अनुभव अनिवार्य होगा, लिसके साथ किये गसे काम के संतुष्टि प्रमाण पत्र संलग्न किया जाना होगा। किसी फर्म को जॉब बेसिस पर किया गया कार्य अनुभव के रूप में मान्य नहीं होगा।"

10.2 A perusal of the condition above clearly indicates that the firm must have experience of 3 years in a Government/Semi-Government Department coupled with a certificate of satisfaction from the concerned Government/Semi-Government Department, where the concerned firm has given the services.

10.3 A perusal of the documents, placed on record by the petitioner alongwith with writ petition so also additional affidavit, reflects that the petitioner was awarded a tender for a period of three years for Fatehsagar Lake, Udaipur. The experience certificate produced by the petitioner neither indicates that petitioner possesses requisite experience of three years nor there is any satisfaction recorded in the said certificate issued by the authority, which is mandatory as per Condition no.7 of the tender.

10.4 So far as experience certificate in name of M/S Shipra Maa Club is concerned, it has not been mentioned therein that the present petitioner had carried out the work alongwith M/S Shipra Maa Club. The partnership deed dated 07.01.2026 has been

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RAJASTHAN HIGH COURT

entered into between petitioner and Sunil Gupta (proprietor of M/S Shipra Maa Club) for the purposes of tender in question only wherein, inter alia, it has been stipulated that the experience certificate of the M/S Shipra Maa Club shall be utilized for the tender in question. Therefore, it is not the case of the petitioner that the work for which experience certificate in name of M/S Shipra Maa Club has been issued was carried out by the petitioner and M/S Shipra Maa Club jointly. Moreover, the petitioner did not apply for the present tender as a partnership between petitioner and Sunil Gupta (proprietor of M/S Shipra Maa Club) therefore, it cannot be said that it possessed requisite experience. That apart, petitioner has completely failed to satisfy this Court, based on the documents, with regard to satisfactory experience of three years as mandated in Condition no.7, reproduced hereinabove, either considered independently or jointly.

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11. Learned counsel for the respondents although argued that the petitioner did not submit the 'no dues certificate' as required by Condition No.8 of the tender and therefore, its bid was rejected, however, a perusal of the findings recorded by the procurement committee reflects that the said reason has not been assigned for rejection of bid therefore, this Court does not deems it necessary to delve into the same.

11.1 So far as the declaration of respondent No. 4 as "responsive" after the opening of the technical bid is concerned, a perusal of the record shows that the requisite documents, including the experience certificate, have been annexed with the reply. Therefore, this Court finds no ground to interfere with the

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decision of the respondent authorities to the extent of declaring the technical bid of respondent No. 4 as responsive.

12. In view of the above, this Court is of the opinion that the bid of the petitioner has rightly been declared non-responsive by the respondent authorities.

Though the writ petition could have been dismissed while observing that no adjudication on other issues is required as petitioner was rightly declared non-responsive, however, considering the nature of allegations levelled against the procuring entity so also the fact that sole bidder was declared responsive, this Court deemed it appropriate to summon the record of tender proceedings and the same has been produced before this Court.

C. JUDICIAL REVIEW IN TENDER MATTERS

13. Learned counsel for the respondents have argued that this Court ought not to grant indulgence in the present writ petition as it is settled position of law that minimal judicial interference by courts is permitted in technical matters, more particularly, tender matters.

14. This Court is not oblivious to the settled position of law as highlighted by learned counsel for the respondents; however, the Apex Court has not imposed a complete embargo on interference in tender matters. Rather, it has carved out certain exceptions, and if a matter falls within such exceptions, the Court can grant indulgence in its writ jurisdiction. Moreover, if any arbitrariness or malafides comes to the notice of this Court, it cannot turn a blind eye to the same in the name of a technical or administrative decision.

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14.1 The Apex Court in the case of ***Tata Cellular*** (supra) observed as under:

> *"93. The duty of the court is to confine itself to the question of legality. Its concern should be:*
> *1. Whether a decision-making authority exceeded its powers?*
> *2. committed an error of law*
> *3. committed a breach of the rules of natural justice*
> *4. reached a decision which no reasonable tribunal would have reached or*
> *5. abused its powers.*
> *94. Therefore, it is not for the court to determine whether a particular policy or particular decision taken in the fulfillment of that policy is fair. It is only concerned with the manner in which those decisions have been taken. The extent of the duty to act fairly will vary from case to case, shortly put, the grounds upon which an administrative action is subject to control by judicial review can be classified as under :*
> *(i) Illegality: This means the decision-maker must understand correctly the law that regulates his decision-making power and must give effect to it.*
> *(ii) Irrationality, namely, Wednesbury unreasonableness,*
> *(iii) Procedural impropriety.*
> *XXX XXX XXX*
> *The principles deducible from the above are:*
> *(1) The modern trend points to judicial restraint in administrative action.*
> *(2) The Court does no sit as a court of appeal but merely reviews the manner in which the decision was made.*
> *(3) The Court does not have the expertise to correct the administrative decision. If a review of the administrative decision is permitted it will be substituting its own decision, without the necessary expertise which itself may be fallible.*
> *(4) The terms of the invitation to tender cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract.*
> *Normally speaking, the decision to accept the tender or award the contract is reached by process of negotiations through several tiers. More often than not, such decisions are made qualitatively by experts.*
> *(5) The Government must have freedom of contract. In other words, a fairplay in the joints is a necessary*

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concomitant for an administrative body functioning in an administrative sphere or quasi-administrative sphere. However, the decision must not only be tested by the application of Wednesbury principle of reasonableness (including its other facts pointed out above) but must be free arbitrariness not affected by bias or actuated by mala fides.

(6) Quashing decisions may impose heavy administrative burden on the administration and lead to increased and unbudgeted expenditure."

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14.2 In the case of ***Silppi Constructions*** (supra), the Apex Court after referring to various earlier pronouncements, observed as under:

"19. This Court being the guardian of fundamental rights is duty bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court in all the aforesaid decisions has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out.

One must remember that today many public sector undertakings compete with the private industry. The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution.

The Courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. As laid down in the judgments cited above the courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also not interfere where such

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RAJASTHAN HIGH COURT

interference will cause unnecessary loss to the public exchequer.

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

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

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14.3 What can be discerned from the above observations is that, although the Court cannot delve into the correctness or merits of the decision itself, it can certainly examine the manner in which the decision has been taken. In other words, the Court is empowered to scrutinize the decision-making process, including the conduct of the authority concerned and the formulation of the basis of the decision, to ensure that it is in conformity with the governing law. If the process is found to be vitiated by illegality, irrationality, procedural impropriety, arbitrariness, bias, or malafides, the Court would be well within its jurisdiction to exercise its writ powers. Thus, while judicial restraint remains the governing principle in tender matters, such restraint cannot operate as a shield to protect actions that are manifestly unfair, unreasonable, or contrary to law.

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Keeping in view the above discussion, this Court will proceed to examine the tender process in question.

D. COMPLIANCE WITH THE ACT OF 2012 AND RULES OF 2013

15. Since in the impugned tender, sole bidder was declared responsive after technical bid, it has been argued by learned counsel for the petitioner that the procedure as mandated under Rule 68 of the Rules of 2013 which deals with 'lack of competition' was not complied with, apart from other provisions of the Act of 2012 and Rules of 2013.

16. Before proceeding to examine the proceedings of the tender, it would be apposite to refer to the relevant provisions of Act of 2012 and Rules of 2013:

Section 4 of the Act of 2012

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 provisions 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.

Section 6 of the Act of 2012

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

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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.

Rule 68 of the Rules of 2013

Lack of competition.—

(1) A situation may arise where, after evaluation of bids, the Bid Evaluation Committee may end up with only one responsive bid. In such a situation, the Bid Evaluation Committee should check whether, while floating the Notice Inviting Bids, all necessary requirements to encourage competition—such as standard bid conditions, industry-friendly specifications, wide publicity, and sufficient time for formulation of bids, etc.—were fulfilled. If not, the Notice Inviting Bids should be re-floated after rectifying the deficiencies.

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The bid process shall be considered valid even if there is one responsive bid, provided that—

(a) the bid is technically qualified;

(b) the price quoted by the bidder is assessed to be reasonable;

(c) the bid is unconditional and complete in all respects;

(d) there are no obvious indicators of cartelisation amongst bidders; and

(e) the bidder is qualified as per the provisions of Section 7.

(2) The Bid Evaluation Committee shall prepare a justification note for approval of the procuring entity, clearly including the views of the accounts/ finance member of the committee.

(3) The procuring entity competent to decide a procurement case, as per delegation of financial powers, shall decide whether to sanction the single bid or re-invite bids after recording its reasons for doing so.

(4) If a decision to re-invite the bids is taken, a market assessment shall be carried out for estimation of market depth, eligibility criteria, and cost estimate.

16.1 A perusal of Section 4 of the Act of 2012 reflects that one of the responsibilities of the procuring entity is to promote competition. It cannot be denied that one of the factors which affects participation of bidders in the tender process is minimum base or reserve price quoted while inviting bids. Meaning thereby, it indirectly affects the competition among bidders in the tender process.

16.2 Rule 68 of the Rules of 2013 deals with 'lack of competition' and provides for the mechanism to be followed in case a sole bidder is declared responsive. A perusal of the said Rule reflects that the bid evaluation committee, upon receipt of a single responsive bid, should 'check' whether, while floating the Notice Inviting Bids, all necessary requirements to encourage competition, such as standard bid conditions, industry-friendly specifications, wide publicity, and sufficient time for formulation of

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bids, etc., were fulfilled or not. If the non-exclusive requirements, as mentioned, are not fulfilled, then the tender ought to be re-floated after rectifying the deficiencies. The said Rule further stipulates that the 'bid process' shall be considered valid if certain conditions are fulfilled, inter alia, the price quoted by the bidder is assessed to be reasonable. Further, it is incumbent upon the bid evaluation committee to prepare a 'justification note' for approval of the procuring entity, clearly including the views of the accounts/ finance member of the committee. The procuring entity, after recording its reasons, has to decide whether to accept the single bid or re-invite bids.

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The requirement on the part of the authority is two-fold: first, preparation of a justification note by the bid evaluation committee; and second, assigning of reasons for the decision taken by the procuring entity.

17. It is pertinent to note that Rule 68 of the Rules of 2013 comes into play only when a sole bidder is declared responsive after the conclusion of the technical bid. Meaning thereby, compliance with the said Rule is required to be ensured at the stage when the financial bid of the sole bidder is being considered. Therefore, the manner in which the authorities have proceeded to accept the financial bid of respondent no.4 is required to be adjudicated, particularly when a sole bidder has been declared responsive.

17.1 This Court in order to satisfy itself about the compliance of Rule 68 of the Rules of 2013, analyzed the record of the tender proceedings, including the notings made therein.

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The notings, as held by the Apex Court, can be looked into by the Courts for judicial review of the decision taken so also to ascertain the reason and purport behind the decision. In the case of ***Subodh Kumar Singh Rathour vs. The Chief Executive Officer and Ors.; AIR 2024 SC 3784***, while setting aside the cancellation of tender, the Hon'ble Apex Court observed as under:

> *"62. Thus, the present dispute even if related to a tender, cannot be termed as a pure contractual dispute, as the dispute involves a public law element. Although there is no discharge of a public function by the Respondent towards the Appellant yet there is a right to public law action vested in him against the Respondent in terms of Article 14 of the Constitution. This is because the exercise of the executive power by it in the contractual domain i.e., the cancelling of the tender carries a corresponding public duty to act in a reasonable and rationale manner. Thus, we find that the writ petition filed by the Respondent was maintainable and the relief prayed for could have been considered by the High Court in exercise of its writ jurisdiction.*
>
> *XXX XXX XXX*
>
> *83. We are of the view that the reliance on the part of the Respondent on the decisions of this Court in Pimpri Chinchwad (supra) and Shanti Sports Club (supra) to assert that no reference could be made to the internal-file notings for the purposes of judicial review of its decision is completely misplaced. In Shanti Sports Club (supra) the question before the Court was as to when an internal noting can be used to confer or claim a right. Whereas in Pimpri Chinchwad (supra) the issue for consideration before the Court was whether any internal-note or deliberation once written in the files was capable of being reconsidered, changed, modified or withdrawn.*
>
> *84. None of the aforementioned decisions lay down that the courts are completely precluded from appraising or scrutinizing the internal file notings and deliberations for the purposes of judicial review of a decision. This Court in Pimpri Chinchwad (supra) and Shanti Sports Club (supra) only went so far as to say that as long as the deliberations in the internal file notings have not been formalized into*

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an official decision, the same cannot be relied upon to claim any right.

85. We are of the considered opinion that once a decision has been officially made through proper means and channel, any internal deliberations or file notings that formed a part of that decision-making process can certainly be looked into by the Court for the purposes of judicial review in order to satisfy itself of the impeccability of the said decision.

86. In the aforesaid context, we may refer to the decision of this Court in State of Bihar v. Kripalu Shankar reported in (1987) 3 SCC 34, wherein it was held that the internal file notings reflect the views and line of thinking of a particular officer. It further held that such views would amount to disobedience or contempt of court only when they are translated into a formal decision. The relevant observations read as under:

11. After this finding, the High Court held some of the officers of the government guilty solely on the basis of the views expressed by them in the files, which were not, in fact, accepted by the Government and which were only at the stage of suggestions and views. Shri K.K. Venugopal, the learned Counsel for the State contended that it would be unsafe to initiate action in contempt merely on the strength or notings by officials on the files, expressing their views and to do so would imperil the working of various departments in a Government in a democracy and would have far-reaching consequences. Sometimes a view expressed by an officer may be incorrect. The view so expressed passes through various hands and gets translated into action only at the ultimate stage. The views so expressed are only for internal use. Such views may indicate the line of thinking of a particular officer. Until the views so expressed culminate into an executable order, the question of disobedience of court's order does not arise. Though the State Government have been found not guilty, the State has filed the appeal to protect its officers from independent and fearless expression of opinion and to see that the order under appeal does not affect the proper functioning of the Government.

(Emphasis supplied)

87. The above observations of this Court fortify our view that once a decision is made, all opinions and deliberations pertaining to the said decision in the internal file-notings become a part of the process by which the decision is arrived at, and can be looked into for the

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RAJASTHAN HIGH COURT

purposes of judicial review. In other words, any internal discussions or notings that have been approved and formalized into a decision by an authority can be examined to ascertain the reasons and purposes behind such decisions for the overall judicial review of such decision-making process and whether it conforms to the principles enshrined in Article 14 of the Constitution.

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88. One another reason why the Respondent cannot claim that its internal file notings fall outside the purview of judicial review of the courts is in view of the inviolable rule that came to be recognized by this Court in Ramana Dayaram Shetty (supra) wherein it was held that an executive authority must be rigorously held to the standard by which it professes its actions to be judged. The relevant observations read as under:

> *10. [...] It is a well-settled rule of administrative law that an executive authority must be rigorously held to the standards by which it professes its actions to be judged and it must scrupulously observe those standards on pain of invalidation of an act in violation of them. [...]*
>
> *(Emphasis supplied)*

89. The aforesaid leaves no manner of doubt in our mind that if the purported action of cancelling the tender is claimed to have been taken in view of certain technical faults in the same or even a change in policy the same ought to be clearly reflected from its internal file notings as-well, pursuant to which the purported decision was taken.

90. We have gone through the internal file-notings of the Respondent on the aforesaid tender wherein the entire internal deliberations of the KMDA officials as to the tender for work have been recorded. In the entire records - right from the time the Notice Inviting Tender was being formulated till the issuance of the final Notice of Cancellation dated 07.02.2023, there is no whisper of any particular clauses of the tender that was floated nor of any conflict or technical fault in the same, as claimed by the Respondent.

91. We are in seisin of the fact that although the internal-file notings mention about the policy change in the operation and maintenance of the concerned underpasses, yet a careful reading of the same reveals that the cancellation of the tender for work was neither due to any technical fault nor due to the policy change in the

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operation and maintenance of the concerned underpasses but was for altogether a different reason.

XXX XXX XXX

122. From the above discussion, we are of the considered opinion that the present lis is nothing but a classic textbook case of an arbitrary and capricious exercise of powers by the Respondent to cancel the tender that was issued to the Appellant on the basis of extraneous considerations and at the behest of none other but the concerned Minister-In-Charge."

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17.2 Since the decision to issue a provisional work order to the sole responsive bidder was taken by the procuring entity, it is expected that compliance with Rule 68 of the Rules of 2013 was ensured, i.e., preparation of a justification note by the bid evaluation committee and recording of reasons by the procuring entity. However, a bare perusal of the notings made from the time the financial bid of the sole responsive bidder was opened until the decision to issue the provisional work order was taken reveals that, apart from merely mentioning Rule 68 of the Rules of 2013, not a single finding was recorded as to how and why the sole bidder was to be declared successful. That apart, the notings of the committee only reflect that the decision was taken unanimously, without stating any reason whatsoever.

For clarity, the series of notings in the tender process from the date of opening of the financial bid of the sole responsive bidder are reproduced hereinbelow:

"15.01.2026

N—40

आज दिनांक 15.01.2026 को मैसर्स कोरल ऐसोसियट्स उदयपुर की वित्तिय बिड खोली गई जिसमें फर्म द्वारा 3,96,99,999/— प्रस्तुत की गई है। जो निविदा की अनुमानित लागत से बहुत अधिक न्यन्तम है। रिपोर्ट श्रीमान को अग्रिम कार्यवाही हेतु प्रस्तुत है।

SD/
15.01.026

आयुक्त महोदय,

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N—41

दर अत्यधिक कम प्रतीत हो रही है, प्रार्थी को दर बढाने हेतु पत्र व्यवहार करे।

SD/
15.01.2026

42
15.01.2026

OIL Sir पत्र तैयार कर वास्ते हस्तात्रार्थ एवं अवलोकनार्थ पेश है।
आयुक्त महोदय

SD/
15.01.2026

P—44

Sir निवेदन है कि पालिका पत्रांक 9184—9186 दि. 15.01.2026 जारी किया गया था। जिस क्रम में संवेदक द्वारा दिनांक 18.01.2026 तक समय चाहा गया था। आज संवेदक द्वारा पत्र पेश कर राशि 5,76,99,999/— रुपये पेश की गई।

अतः प्रकरण उपापन समिति में प्रस्तुत कर निर्णय हेतु पेश है।
आयुक्त महोदय

SD/
20.01.2026

P—46

Put up into procurement committee

SD/
20.01.2026

P—46

Sir

प्रकरण में निवेदन है कि निवीदा में एकल निविदा प्राप्त होने से R.T.P.P. नियम 2012 नियम 13 अन्तर्गत धारा 68 विभागीय परिपत्र 11673 दिनांक 18.05.2018 के अनुसार स्वीकृत किया जाकर प्राप्त दर राशि रुपये 5,76,99,999/— का सर्वसम्मति से स्वीकृत की जाकर श्रीमान निदेशक महोदय से अनुमोदन हेतु पत्र प्रेषित करते हुए प्रोविजनल कार्य—आदेश जारी का निर्णय सर्वसम्मति से लिया जाता है।

SD/
20.01.2026

P—48

Sir
निर्देशानुसार पत्र एवं कार्य आदेश तैयार कर पेश है।

SD/
20.01.2026"

17.3 As noted hereinabove, the requirement of preparing a justification note under Rule 68 of the Rules of 2013 has been wholly disregarded. Not only was no such justification note prepared, but even the views of the Finance/Accounts Member of the Bid Evaluation Committee, which were required to be 'clearly' recorded, have been conspicuously omitted.

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Therefore, in the considered opinion of this Court, there is clear non-compliance with Rule 68 of the Rules of 2013, which specifically indicates the steps to be taken in the case of a single responsive bidder.

18. Further, a perusal of the record of the tender proceedings reveals that the initial rate quoted by respondent No. 4 was Rs. 3,96,99,999/-, which was substantially below the base rate. However, subsequently, negotiations were conducted and respondent No. 4 agreed to a revised rate of Rs. 5,76,99,999/-, which is 10% higher than the rate of the previous tender. Thereafter, the matter was placed before the committee, and a unanimous decision was taken to finalize the tender in favour of respondent No. 4.

18.1 Upon a specific query being raised by this Court as to why a quote below the base rate was accepted by respondent No. 2, the learned AAG, assisted by the Commissioner present in person, referred to paragraph 15 of the reply and the table reproduced therein regarding the rates accepted in previous tenders. It was submitted that, on earlier occasions as well, the rates received by respondent No.2 were lower than the base rate, and respondent No.2 had no option but to accept the same and finalize the tender, considering the tourism potential of the area and the revenue generated therefrom. The table referred to is reproduced hereinbelow:

Sr. No.	Tender Year	Base Amount	Negotiated Amount	Remarks
1	2010	1,60,00,000/-	1,30,50,000/-	-
2	2013-16	1,75,00,000/-	2,91,32,000/-	-
3	2017-19	5,00,00,000/-	6,31,00,000/-	Tenderer left the work 3

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				months prior to the completion of the tender period.
4	2019-22	7,65,00,000/-	4,61,00,000/-	No bids above the base rate came to be submitted, thus in the meeting dated 01-03-19, the highest bidder was approved and work order was issued thereby.
5	2022-25	8,00,00,000/-	5,71,00,000/-	No bids above the base rate came to be submitted, thus highest bidder was issued the work order.
6	2025-28	7,61,00,000/-	5,76,99,999/-	Only one bid declared to be responsive. Initial bid of the bidder was Rs.3,96,99,999/- however, eventually, the increased rates i.e. 5,76,99,999/- plus GST @18% were sent for further approval to DLB Jaipur.

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18.2 A perusal of the above table reflects that, in the last two tenders, the accepted bids were substantially below the base rate and, despite the same, the authority has consistently increased the base rate over these successive tenders. This Court is mindful of the settled position of law that it is within the domain of the authority to determine the minimum base rate and to accept a quote in accordance with its technical expertise. However, in the present case, a comprehensive understanding of the minimum rates prescribed reflects the conduct of the authority, particularly in view of the fact that, since the time respondent No. 4 was first

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allotted the tender, i.e., from the year 2019, the accepted rate has consistently been lower than the base rate.

The fact that respondent No. 4 has been engaged for the same tender in question for Nakki Lake is borne out from the record of the tender proceedings, wherein a decision was taken on the application submitted by respondent No. 4 seeking an experience certificate in respect of the same. Further, respondent No. 4 has annexed the experience certificate in this regard along with its reply.

18.3 In view of the above, this Court is of the considered opinion that there is not only a clear non-compliance with Rule 68 of the Rules of 2013, but also that the casual and mechanical approach adopted by the authorities while accepting the bid of the sole responsive bidder runs contrary to the statutory obligations enshrined under Section 4 of the Act of 2012, which mandate the promotion of competition by the procuring entity.

The fixation of such an unreasonably high base rate, despite the fact that on the previous two occasions no bids higher than the accepted rates were received, prima facie reflects arbitrariness on the part of the authority. Such a course of action has the effect of discouraging prospective bidders and consequently restricting fair competition in the tender process.

19. As discussed above, upon perusal of the record of the tender proceedings, the glaringly casual approach of the authority following the opening of the financial bid became evident. It is imperative to note that any tender undertaken by State authorities must be free from malafides and arbitrariness, as the work being

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executed is for the public interest and enjoyment; therefore, there should be no room for arbitrariness or malafides.

19.1 True it is that these decisions are largely administrative or technical in nature, and strict compliance may not always be feasible at every stage of the process, however, when a sole bidder is declared responsive, it is expected that the authority will proceed with caution so as not to prejudice public interest, more so when the amount quoted is much below the base rate by the sole responsive bidder. Further, the authority is expected to prescribe reasonable terms while framing the tender conditions and avoid stipulations that may unduly limit competition.

19.2 The Apex Court too, in the case of ***Subodh Kumar Singh Rathour*** (supra), while discussing the sanctity of public-private-partnerships in tender process observed as under:

> *"123. Before we close this judgment, we must also address one very important aspect as regards the importance of maintaining the sanctity of tenders in public private procurement processes.*
>
> *124. Public tenders are a cornerstone of governmental procurement processes, ensuring transparency, competition, and fairness in the allocation of public resources. It emanates from the Doctrine of Public Trust which lays down that all natural resources and public use amenities & structures are intended for the benefit and enjoyment of the public. The State is not the absolute owner of such resources and rather owns it in trust and as such it cannot utilize these resources as it pleases. As a trustee of the public resources, the State owes i) a duty to ensure that community resources are put to fair and proper use that enures to the benefit of the public as-well as ii) an obligation to not indulge in any favouritism or discrimination with these resources. The State with whatever free play it has in its joints decides to award a contract, to hold up the matter or to interfere with the same should be accompanied by a careful consideration of the harm to public interest.*

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125. ***Public tenders are designed to provide a level playing field for all potential bidders, fostering an environment where competition thrives, and the best value is obtained for public funds. The integrity of this process ensures that public projects and services are delivered efficiently and effectively, benefiting society at large. The principles of transparency and fairness embedded in public tender processes also help to prevent corruption and misuse of public resources.*** *In this regard we may refer to the observations made by this Court in Nagar Nigam v. Al. Farheem Meat Exporters Pvt. Ltd. reported in (2006) 13 SCC 382, which reads as under:*

> *16. The law is well settled that contracts by the State, its corporations, instrumentalities and agencies must be normally granted through public auction/public tender by inviting tenders from eligible persons and the notification of the public auction or inviting tenders should be advertised in well-known dailies having wide circulation in the locality with all relevant details such as date, time and place of auction, subject-matter of auction, technical specifications, estimated cost, earnest money deposit, etc. The award of government contracts through public auction/public tender is to ensure transparency in the public procurement, to maximise economy and efficiency in government procurement, to promote healthy competition among the tenderers, to provide for fair and equitable treatment of all tenderers, and to eliminate irregularities, interference and corrupt practices by the authorities concerned. This is required by Article 14 of the Constitution.*
>
> *(Emphasis supplied)*

126. The sanctity of public tenders lies in their role in upholding the principles of equal opportunity and fairness. Once a contract has come into existence through a valid tendering process, its termination must adhere strictly to the terms of the contract, with the executive powers to be exercised only in exceptional cases by the public authorities and that too in loathe. The courts are duty bound to zealously protect the sanctity of any tender that has been duly conducted and concluded by ensuring that the larger public interest of upholding bindingness of contracts are not sidelined by a capricious or arbitrary exercise of power by the State. It is the duty of the courts to interfere in contractual matters that have fallen prey to an arbitrary action of the authorities in the guise of technical faults, policy change or public interest etc."

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19.3 Considering the above observations, this Court is of the view that where a sole bidder is declared responsive and the quoted rate is substantially below the base rate, the authorities are expected to act with greater caution and clearly record reasons to show proper application of mind, more particularly, when it has been embodied under Rule 68 of the Rules of 2013 to provide 'clear view' of the finance/accounts member in the justification note to be prepared. Any action that weakens competition, fairness, or transparency cannot be sustained. Therefore, while the scope of judicial review is limited, this Court must step in where the decision-making process is found to be arbitrary, unreasonable, or contrary to public interest, so as to protect the integrity of the tender process and uphold the mandate of Article 14 of the Constitution.

20. In view of the foregoing discussion, this Court is of the view that while accepting the financial bid of the sole bidder, i.e. the respondent No.4, the respondent-authorities have not observed the statutory requirement appropriately and, therefore, the impugned NIT deserves to be quashed.

20.1 This Court takes note of the fact that the matter has been referred for approval to Director Local Bodies by respondent-authorities after issuing the provisional work order. Be that as it may, as the decision taken by Director Local Bodies would neither affect the outcome of this writ petition nor it would rectify the non-compliance of Rule 68 of the Rules of 2013.

21. At this stage, it would be appropriate to refer to the prayer made in the present writ petition, which is reproduced hereunder:

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RAJASTHAN HIGH COURT

"It is therefore most humbly prayed that this writ petition may kindly be allowed –

i. By an appropriate writ, order and direction, the order dated 29.12.2025 (Annex-3) up-to extent to change the condition no.21 on behest of the respondent no.4, in consequence thereof, order dated 06.01.2026 (Annex-4) whereby condition has been changed and the approval of the financial bid dated 15.01.2026 which has been updated on portal on 16.01.2026 (Annex-12) and also acceptance of the technical bid dated 13.01.2026 (Annex-12) may kindly be quashed and set aside.

ii. By an appropriate writ, order and direction, the respondents may kindly be directed to consider to the petitioner as Responsive and thereafter Financial Bid dated 15.01.2026 wherein the petitioner firm has not been considered due to declare as non-responsive.

iii. Any other appropriate relief which this Hon'ble Court deems fit and necessary in the facts and circumstances of the case may kindly be granted in favour of the petitioner's firm."

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It is pertinent to note that although the petitioner has not challenged the tender process as a whole, it has challenged the declaration of the bid of Respondent No. 4 as responsive and approval of financial bid.

21.1 If the prayer of the petitioner had been granted and the bid of Respondent No. 4 had been quashed, the consequential effect would have been that the entire tender process would have failed, as the sole responsive bidder was Respondent No. 4.

21.2 It is a settled position of law that the Court, under while exercising writ jurisdiction under Article 226 of the Constitution of India, has wide powers to grant relief and issue directions if the circumstances so demand. The Apex Court, **in *Rajesh Kumar and Ors. vs. State of Bihar and Ors.*; (2013) 4 SCC 690,** while discussing the said position of law, observed as under:

"12. We have in the above backdrop heard learned Counsel for the parties at some length who have taken us

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RAJASTHAN HIGH COURT

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through the impugned orders and other material placed on record. Appearing for the Appellants, Mr. P.P. Rao, learned senior Counsel, argued that the High Court had committed an error in quashing the entire selection process even when the Petitioners had not made any prayer to that effect. Mr. Rao was at pains to argue that a relief which was not even prayed for by the writ Petitioners could not be granted by the Court whatever may have been the compulsion of equity, justice and good conscience. Reliance in support of that proposition was placed by him upon Bharat Amritlal Kothari v. Dosukhan (2010) 1 SCC 234 and State of Orissa and Anr. v. Mamata Mohanty (2011) 3 SCC 436. There is, in our view, no merit in that contention. The reasons are not far to seek. It is true that the writ Petitioners had not impleaded the selected candidates as party Respondents to the case. But it is wholly incorrect to say that the relief prayed for by the Petitioners could not be granted to them simply because there was no prayer for the same. The writ Petitioners, it is evident, on a plain reading of the writ petition questioned not only the process of evaluation of the answer scripts by the Commission but specifically averred that the "Model Answer Key" which formed the basis for such evaluation was erroneous. One of the questions that, therefore, fell for consideration by the High Court directly was whether the "Model Answer Key" was correct. The High Court had aptly referred that question to experts in the field who, as already noticed above, found the "Model Answer Key" to be erroneous in regard to as many as 45 questions out of a total of 100 questions contained in 'A' series question paper. Other errors were also found to which we have referred earlier. If the key which was used for evaluating the answer sheets was itself defective the result prepared on the basis of the same could be no different. The Division Bench of the High Court was, therefore, perfectly justified in holding that the result of the examination in so far as the same pertained to 'A' series question paper was vitiated. This was bound to affect the result of the entire examination qua every candidate whether or not he was a party to the proceedings. It also goes without saying that if the result was vitiated by the application of a wrong key, any appointment made on the basis thereof would also be rendered unsustainable. The High Court was, in that view, entitled to mould the relief prayed for in the writ petition and issue directions considered necessary not only to maintain the purity of the selection process but also to

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RAJASTHAN HIGH COURT

ensure that no candidate earned an undeserved advantage over others by application of an erroneous key.

13. The decisions of this Court in Bharat Amritlal Kothari v. Dosukhan (2010) 1 SCC 234 and State of Orissa and Anr. v. Mamata Mohanty (2011) 3 SCC 436, relied upon by Mr. Rao are clearly distinguishable. The power of the Court to mould the relief, according to the demands of the situation, was never the subject matter of dispute in those cases. That power is well-recognised and is available to a writ Court to do complete justice between the parties. The first limb of the argument advanced by Mr. Rao fails and is accordingly rejected."

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In view of the above, this Court is of the opinion that merely because a specific prayer has not been made in the writ petition, it would not preclude this Court, in exercise of its writ jurisdiction, from granting appropriate relief and directions.

22. In view of the discussion made above, the impugned NIT for operating the boat services at Nakki Lake, Mt. Abu, District Sirohi for the year 2025-2028 is hereby quashed and set aside. Accordingly, the present writ petition is **partly allowed.** Respondent no.2 is directed to float a fresh tender in accordance with law while upholding its obligations enshrined under the Act of 2012 and the Rules of 2013. The fresh tender be concluded within a period of two months from today.

22.1 Needless to observe, the authorities are expected to exercise their technical and administrative expertise while issuing the fresh NIT and to determine the terms and conditions of the tender, including the competitive base rate, strictly in accordance with law, more particularly, the Act of 2012 and the Rules of 2013.

23. Pending application(s), if any, stand(s) disposed of.

(SUNIL BENIWAL),J

-skm/-

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