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APHC010718612025

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI [3329]
(Special Original Jurisdiction)

MONDAY, THE 13th DAY OF JULY 2026

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 36674/2025

Between:

M/s Sri Sai And Co **...PETITIONER**

AND

The State Of Ap and Others **...RESPONDENT(S)**

Counsel for the Petitioner:

1. S RAM BABU

Counsel for the Respondent(S):

1. THE ADVOCATE GENERAL

The Court made the following:

APHC010718472025

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI **[3329]**
(Special Original Jurisdiction)

MONDAY, THE 13th DAY OF JULY 2026

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 36675/2025

Between:

Harihareshwara Mahila Udyoga Matthu Seva Sangha **...PETITIONER**

AND

The State Of Ap and Others **...RESPONDENT(S)**

Counsel for the Petitioner:

1. S N CHIDAMBARA SASTRY

Counsel for the Respondent(S):

1. GP FOR WOMEN DEV CHILD WELFARE

The Court made the following:

APHC010717262025

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI **[3329]**
(Special Original Jurisdiction)

MONDAY, THE 13th DAY OF JULY 2026

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 36748/2025

Between:

Sanjeevini Mahila Vikasa Seva Sangha **...PETITIONER**

AND

The State Of Andhra Pradesh and Others **...RESPONDENT(S)**

Counsel for the Petitioner:

1. B.ABHAY SIDDHANTH MOOTHA

Counsel for the Respondent(S):

1. THE ADVOCATE GENERAL

The Court made the following:

APHC010717212025

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI **[3329]**
(Special Original Jurisdiction)

MONDAY, THE 13th DAY OF JULY 2026

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 36753/2025

Between:

Sanjeevini Mahila Vikasa Seva Sangha **...PETITIONER**

AND

The State Of Andhra Pradesh and Others **...RESPONDENT(S)**

Counsel for the Petitioner:

1. B.ABHAY SIDDHANTH MOOTHA

Counsel for the Respondent(S):

1. GP FOR WOMEN DEV CHILD WELFARE

The Court made the following:

APHC010000972026

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI **[3329]**
(Special Original Jurisdiction)

MONDAY, THE 13th DAY OF JULY 2026

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 59/2026

Between:

M/s.sanwaria Sweets Private Limited, **...PETITIONER**

AND

The State Of Andhra Pradesh and Others **...RESPONDENT(S)**

Counsel for the Petitioner:

1. B.ABHAY SIDDHANTH MOOTHA

Counsel for the Respondent(S):

1. THE ADVOCATE GENERAL

The Court made the following:

APHC010016912026

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI **[3329]**
(Special Original Jurisdiction)

MONDAY, THE 13th DAY OF JULY 2026

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 1208/2026

Between:

Christy Friedgram Industry Private Limited **...PETITIONER**

AND

The State Of Andhra Pradesh and Others **...RESPONDENT(S)**

Counsel for the Petitioner:

1. P BADRINATH

Counsel for the Respondent(S):

1. THE ADVOCATE GENERAL

The Court made the following:

HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NOS.36674, 36675, 36748, 36753 OF 2025 &
WRIT PETITION NOs.59 AND 1208 OF 2026

COMMON ORDER:-

1. The present batch of cases arises out of the tender process initiated by the Government of Andhra Pradesh for procurement and supply of Junior Balamrutham for children aged 7–12 months and Senior Balamrutham for children aged 13–36 months under the Bala Sanjeevani and Bala Sanjeevani Plus Schemes implemented as part of the Integrated Child Development Services (ICDS) Programme. The State floated the tender notification on 04.09.2025 through the Andhra Pradesh e-Procurement Portal for three zones across the State. The scheme is intended to provide nutritional support to children through Anganwadi Centres and forms part of the State's welfare measures addressing child nutrition.

2. Pursuant to the tender notification, a pre-bid meeting was conducted on 12.09.2025, wherein prospective bidders participated and certain queries were raised regarding the tender conditions. The original bid submission deadline was fixed as 20.09.2025. Subsequently, the deadline

was extended on more than one occasion and ultimately stood extended till 28.10.2025. In the interregnum, a Corrigendum, signed on 11.12.2025 and published on 12.12.2025, was issued modifying certain clauses of the tender document. The modifications *inter alia* related to the definition of "similar food products", eligibility criteria, BIS certification, ISO certification, manufacturing requirements, land requirements, submission of samples, production plans and proof of raw material availability.

3. The tender conditions and the Corrigendum were considered by a State Level Procurement Committee constituted by the Government. The Committee comprised of Senior Government officials and other members was entrusted with the responsibility of examining and finalising the tender conditions. Pursuant to the publication of the Corrigendum and extension of the bid submission date, various writ petitions came to be instituted challenging the tender conditions and the Corrigendum.

4. It is not in dispute that most of the petitioners in the batch of writ petitions challenging the tender conditions did not participate in the bidding process and even they did not register in the e-tender portal website, which is preliminary requirement for participation in the tender process. However, M/s. Christy Friedgram Industry Private Limited, the petitioner in

W.P. No.1208 of 2026, participated in the tender process and submitted its bid on 29.12.2025. According to the said petitioner, it submitted all mandatory documents prescribed under the tender, including a shelf-life certificate issued by a Government Food Research Laboratory certifying a minimum shelf life of ninety days. The tender conditions prescribed various eligibility and technical requirements relating to prior experience, turnover, delivery capability, BIS certification, ISO certification, performance certificates and shelf-life certification. It is also a matter of record that on 08.01.2026 this Court permitted the respondents to proceed with the tender process while restraining finalisation of the bids pending further consideration of the matter.

5. Insofar as W.P. No.1208 of 2026 is concerned, the petitioner therein, M/s. Christy Friedgram Industry Private Limited, does not challenge the tender conditions. Its grievance is directed against the manner in which the tender is proposed to be evaluated. According to the petitioner, the shelf-life certificate prescribed under the tender is an essential condition and mandatory for all bidders. It is contended that the petitioner alone submitted the requisite shelf-life certificate issued by a Government Food Research Laboratory, whereas the other bidders failed to furnish the said

document. Therefore, non-compliance of a mandatory clause, renders ineligible in further process of tender.

6. Sri S.S. Prasad, learned Senior Counsel appearing for the petitioner in W.P.No.36675 of 2025 submits that the tender process has been conducted in a manner that is unfair, arbitrary and contrary to the tender conditions. The original tender notification was issued on 04.09.2025 and the last date for submission of bids was extended several times up to 28.10.2025. Even after these extensions, no bids were received. Therefore, once the final bid date expired, the entire tender process had come to an end. In such a situation, the respondents could not have brought the tender back to life by issuing a corrigendum on 12.12.2025. If the authorities intend that the tender conditions required modification, they should have cancelled the earlier tender and issued a fresh notification. Instead, the respondents attempted to continue an expired tender by making substantial changes through a corrigendum, which, according to the petitioner, is not permitted under the tender conditions. It is argued that Clause 2.12 of the tender document permits amendments only before the bid due date and, therefore, any modification made after 28.10.2025 is illegal and without authority.

7. Learned Senior Counsel drawn attention of this Court to paragraph No.19 of the judgment of the Hon'ble Supreme Court in **Vinishma Technologies Private Limited vs. State of Chattisgarh[1],** wherein the Court held as follows:

> "The object of public procurement is to secure quality goods and services for the benefit of public exchequer. The said object can be achieved by requiring the bidders to demonstrate financial capacity, technical experience, and past performance in contracts of similar nature, regardless of place of performance of the contract. To confine the eligibility to participate in the tender, within one State is not only irrational but is also disproportionate to the goal of ensuring effective delivery of Sports Kits".

8. The learned Senior Counsel contends that the tender notification itself did not mention about any pre-bid meeting, nor was such meeting publicised. As a result, many prospective bidders, including the petitioner, had no opportunity to participate in those discussions/deliberations or place their concerns before the authorities. It is argued that any changes to important tender conditions must be made through a transparent process, muchless, that is equally accessible to all interested parties. Instead, the

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[1] 2025 SCC Online SC 2119

respondents relied upon representations submitted by a few entities and used those representations for altering major eligibility conditions. According to the petitioner, this entire procedure lacked transparency and denied equal opportunity to other manufacturers who may have been interested in participating, if they were aware of the proposed amendments to the existing terms.

9. In **Saheli Nandi vs. Union of India[2],** High Court of Calcutta, observed as follows:

> “It is also well-settled that "the goal posts cannot be changed once the game has begun". In the present case, the respondent-Authorities have altered the cardinal premise of the tender, that is, the minimum quotable rate, after all the bidders submitted their bid and had no occasion to alter the same. Such arbitrary fixation of a minimum price after taking in all the bids is unheard of and ex facie arbitrary. If the petitioner and the private respondent nos.6 to 12 and the other bidders were aware that the minimum rate was Rs.88.63p they would havedefinitely taken the same into consideration and put in their bids accordingly. In fact, fixing a particular minimum rate has its own demerits. It is often seen that in such cases several, if not all, bidders

[2] 2023 SCC Online Cal 4953

> quote exactly the minimum rate as their own quotations, which would render an otherwise competitive tender a farce."

10. The learned Senior Counsel also argues that the corrigendum does not merely clarify the original tender conditions but completely changes the nature of the tender. One of the main grievance is with regard to definition of "similar food products." The original tender referred broadly to experience in the manufacture and supply of Balamrutham or similar food products. However, the corrigendum restricted the meaning of similar products only regarding few specified items such as multigrain atta, ragi flour, rice flakes, groundnut chikki and hot cooked meals. According to the petitioner, these products are not truly comparable to Balamrutham, which is a specialised nutritional food supplied to children. The petitioner submits that there are many other nutritional products with similar nature, but manufacturers of those products have been excluded by the narrow definition introduced through the corrigendum. It is therefore argued that the amendment is arbitrary and appears to have been designed to favour a limited category of bidders while excluding others who possess relevant experience and expertise in respect of Balamrutham products.

11. The petitioner further challenges the eligibility conditions relating to past supply experience and manufacturing facilities. It is submitted that the tender effectively requires bidders to have prior experience of supplying products to a large number of delivery points in Andhra Pradesh and also insists upon establishment of a manufacturing unit within the State. According to the petitioner, these conditions have no reasonable connection with the objective of ensuring quality supply. The petitioner claims to have extensive experience in manufacturing and supplying comparable nutritional products under government programmes in the State of Karnataka and other places. Nevertheless, because the experience requirement is exclusively linked to State of Andhra Pradesh and due to the manufacturing unit is required to be located within the State, the petitioner is effectively excluded from participating. Learned Senior Counsel argues that such amended conditions unnecessarily restrict competition and prevent otherwise competent manufacturers from competing for the contract. It is submitted that public tenders should encourage wider participation and competition rather than creating barriers that would favour a small group of local participants.

12. Another submission is that, while the respondents have imposed restrictive eligibility conditions, they have at the same time diluted several

important quality-control requirements. Senior Counsel points out that the original tender required bidders to possess BIS licences, ISO certifications, accredited testing facilities and other quality certifications at the time of bidding. These requirements were intended to ensure that only qualified manufacturers supplying safe and nutritious food could participate. However, through the corrigendum, the respondents permitted bidders to participate even without possessing such certifications, provided they merely submitted proof that they had applied for them or undertook to obtain them later. Similar relaxations were granted with regard to laboratory facilities, testing requirements and submission of product samples. According to the petitioner, these relaxations seriously compromise quality standards, particularly because the product is intended for infants and young children. It is argued that food safety and quality cannot be left to future compliance or promises and that mandatory certifications should exist at the time of bidding itself.

13. In **Tata Cellular vs Union of India**[3], the Hon';ble Supreme Court held as follows:

> "It cannot be denied that the principles of judicial review would apply to the exercise of contractual powers by

[3] 1994 (6) SCC 6651

> Government bodies in order to prevent arbitrariness or favoritism. However, it must be clearly stated that there are inherent limitations in exercise of that power of judicial review. Government is the guardian of the finances of the State. It is expected to protect the financial interest of the State. The right to refuse the lowest or any other tender is always available to the Government. But, the principles laid down in Article 14 of the Constitution have to be kept in view while accepting or refusing a tender. There can be no question of infringement of Article 14 if the Government tries to get the best person or the best quotation. The right to choose cannot be considered to be an arbitrary power. Of course, if the said power is exercised for any collateral purpose the exercise of that power will be struck down."

14. In support of his contentions, learned Senior Counsel placed reliance of the Hon'ble Apex Court in the following judgments:

(i) Ramana Dayaram Shetty vs. International Airport Authority of India[4];

(ii) Vinishma Technologies Private Limited vs. State of Chattisgarh (referred supra);

(iii) Monarch Infrastructure (P) Ltd vs. Commissioner, Ulhasnagar Municipal Corporation Limited[5];

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[4] 1979 (3) SCC 489

(iv) Saheli Nandi vs. Union of India (referred supra);

(v) Tata Cellular vs Union of India[6];

(vi) Central Coalfields Limited vs. Sll-Sml and others[7];

(vii) Reliance Energy Limited vs. Maharashtra State Road Development Corporation Limited[8];

(viii) Nova Ads vs. Metropolitan Transport Corporation[9]

15. Finally, learned Senior Counsel submits that the tender and the subsequent corrigendum suffers from transparency and wider participation of bidders apart from multiple legal defects. The corrigendum was issued after expiry of the tender, essential eligibility conditions were altered without following a transparent process, eligibility criteria were framed in a restrictive manner that excluded genuine competitors, and essential quality-control safeguards were diluted without justification. For these reasons, it is reiterated that the tender process is arbitrary, colourable exercise of power, discriminatory and contrary to law, and that the tender notification as well as corrigendum are liable to be set aside.

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[5] 2000 (5) SCC 287
[6] 1994 (6) SCC 6651
[7] 2016 (8) SCC 622
[8] 2007 (8) SCC 1
[9] 2015 (13) SCc 257

16. Sri S. Rambabu, learned counsel for the petitioner in W.P.No.36674 of 2025 adopted the contentions submitted by Sri S.S. Prasad, learned Senior Counsel in W.P.No.36675 of 2025.

17. Sri Abhay Siddhanth Mootha, learned counsel appearing for the petitioners in W.P. Nos.36748 and 36753 of 2025 and W.P. No.59 of 2026 would contend that the Corrigendum issued on 12.12.2025 is illegal, arbitrary and unsustainable in law. He submits that, the tender process had concluded upon expiry of the bid submission date and any modification to the tender document thereafter, could not have been carried out through a Corrigendum. It is their contention that Clause 2.12 of the tender document permitted amendments only before the bid due date and only through an Addenda, but not corrigendum. Consequently, the Corrigendum, having been issued after the expiry of the earlier bid deadline, is stated to be *non est* in law and incapable of altering the tender process.

18. He further contends that the present Corrigendum fundamentally altered mandatory/essential eligibility conditions and, in effect, resulted in a fresh tender process under the guise of a clarification. The changes introduced through the Corrigendum were substantial in nature and

therefore required for issuance of a fresh tender notification with adequate time being afforded to all eligible participants.

19. With regard to conduct of the pre-bid meeting, it is contended that the original tender document did not contain particulars regarding the pre-bid meeting and therefore the proceedings conducted on 12.09.2025 were legally not permissible, as such, the Corrigendum is vitiated.

20. The main challenge of the petitioners is with regard to modification of Clause 2.2.1(c) relating to “similar food products”. According to the petitioners, the Corrigendum restricted the expression “similar food products” to specified products such as multigrain atta, ragi flour, rice flakes, groundnut chikki and hot cooked meals. It is argued that the said classification bears no nexus to the object sought to be achieved by the tender and excludes several other nutritional products of Balamrutham as notified . The petitioners allege that the modification is tailor-made to favour a select class of entities while excluding otherwise experienced and eligible suppliers in national sphere.

21. The petitioners also assail the relaxation of BIS and ISO certification requirements. It is contended that mandatory eligibility conditions cannot

be relaxed after issuance of the tender and that such relaxation compromises the quality standards.

22. The petitioners further contend that the tender conditions, read as a whole, are arbitrary, discriminatory and violative of Articles 14, 19 and 21 of the Constitution of India. They submit that the conditions have been designed in a manner that favours selected entities and excludes genuine eligible competitors. It is also contended that participation in the tender process is not a prerequisite where the challenge is directed against the legality and constitutionality of the tender conditions themselves.

23. In support of his contentions, Sri Abhay Siddhanth Mootha, learned counsel placed reliance upon the following decisions of the Hon'ble Supreme Court:

(i) Prakash Asphaltings and Toll Highways Limited vs. Mandeep Enterprises (Civil Appeal No.11418 of 2025);
(ii) Andhra Pradesh Waqf Board vs. State of Andhra Pradesh (2022 SCC Online SC 159);
(iii) Meerut Development Authorities vs. Association of management Studies[10]
(iv) New Bihar Biri leaves vs. State of Bihar[11]

[10] 2009 (6) SCC 171

(v) Tafcon Projects (I) (P) Ltd vs. Union of India[12];

(vi) Monarch Infrastructure (P) Ltd vs. Commissioner, Ulhasnagar Municipal Corporation Limited (referred supra);

(vii) West Bengal State Electricity Board vs. Patel Engineering Limited[13];

(viii) Reliance Energy Limited vs. Maharashtra State Road Development Corporation Limited (referred supra);

(ix) Central Coalfields Limited vs. Sll-Sml and others (referred supra)

24. Whereas, Sri P. Badrinath, learned counsel appearing for the petitioner inn W.P.No.1208 of 2026, while adopting the contentions of Sri S.S. Prasad, learned Senior Counsel, additionally, submits that, other bidders have also failed to satisfy mandatory requirements relating to turnover and performance certificates. According to the petitioner, a request for relaxation of the shelf-life certificate requirement was specifically rejected during the pre-bid stage and through the Corrigendum. It is therefore argued that the respondents are precluded from relaxing the said requirement during technical evaluation. The petitioner asserts that any attempt to qualify bidders who have not complied with the mandatory tender conditions would be arbitrary, contrary to the terms of the tender

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[11] (1981) 1 SCC 537
[12] (2004) 13 SCC 788
[13] (2001) 2 SCC 451

and violative of Article 14 of the Constitution. He submits that strict adherence to the tender conditions is necessary not only to maintain fairness in the procurement process but also to ensure food safety and protection of public interest, particularly having regard to the vulnerable class of beneficiaries under the ICDS scheme.

25. On the other hand, Learned Advocate General appearing for the State, raised a preliminary objection as to maintainability of the writ petition. It is contended that most of the petitioners herein neither registered themselves on the e-procurement portal nor participated in the bidding process. He submits that, a person who has consciously abstained from participation in the tender process, cannot challenge the tender process. The petitioners have failed to establish that the conditions of tender document and corrigendum prevented them from participating in the tender.

26. He further submitted that, a writ of mandamus can be issued only where there exists a clear legal right in favour of the petitioner and a corresponding statutory or public on the part of the respondent, coupled with a failure to discharge such duty. In the absence of any accrued right or infringement thereof, writ petition seeking preventive directions is not

maintainable. further, he submits that, a person who has not participated in the tender process cannot ordinarily challenge the evaluation, process or consideration of bids submitted by others. In support of his contentions, learned Advocate General placed reliance upon the judgments of Hon'ble Supreme Court and this Court in **NHAI vs. Gwalior – Jhansi Expressway Limited**[14] and **Vakacharla Veeraiah vs. State of A.P**[15]**.**

27. The learned Advocate General would contend that the writ petitions suffer from delay and latches. It is submitted that the petitioners were fully aware of the Corrigendum and the extension of time but chose to approach this Court only after closure of the bid submission process. Such conduct, according to the respondents, disentitles the petitioners to get any discretionary relief under Article 226 of the Constitution.

28. The learned Advocate General narrates that the Corrigendum did not impose any restrictive condition, but rather expanded participation by relaxing several eligibility requirements at the request of the bidders at pre-bid meeting. It is submitted that the modifications concerning BIS certification, ISO certification, establishment of manufacturing units and

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[14] (2018) 8 SCC 243
[15] 2021 SCC Online AP 1901

land ownership requirements were intended to remove entry level barriers and to facilitate wider participation and the Corrigendum certainly broadened the scope of tender rather than restricting the competition.

29. With regard to the definition of “similar food products”, the learned Advocate General contend that the original tender document did not define the expression and as such the clarification was issued only to remove ambiguity. It is further explained that designing the constitution of similar food products falls within the exclusive domain of the tendering authority and that courts ought not to interfere with such technical definition/determinations and necessity of the hour unless shown to be arbitrary or mala fide. He argued that, tender conditions cannot be interpreted in the same manner as statutory provisions and that at pragmatic, purposive approach must be adopted. Unless the decision is shown to be arbitrary, malafide or irrational, courts ought not to interfere with the interpretation or formulation of tender conditions, even if another view is possible. In support of his contention, he placed reliance on the judgment of Hon’ble Supreme Court in **Agmatel India (P) Ltd vs. Resoursys Telecom[16].**

[16] (2022) 5 SCC 362

30. The learned Advocate General also emphasizes the public interest involved in the tender. According to them, the procurement pertains to a child nutrition programme catering to approximately thirteen lakh children in the State. It is submitted that the categorisation of Balamrutham into Junior and Senior variants was undertaken on the basis of recommendations made by expert bodies and after detailed studies conducted by the concerned authorities of the Government. The respondents therefore contend that interference with the tender process would adversely affect implementation of an important child welfare programme.

31. The respondents further reiterated that the entire tender process was transparent and undertaken after consultation with stakeholders and legal scrutiny by the State Level Procurement Committee. It is therefore contended that the allegations of arbitrariness and favouritism are wholly unfounded.

32. In support of his contentions, learned Advocate General, placed reliance on the following judgments:

a. Michigan Rubber (India) Ltd vs. State of Karnataka[17]

b. NHAI vs. Gwalior – Jhansi Expressway Limited[18]

c. Agmatel India (P) Ltd vs. Resoursys Telecom (referred supra)

d. Vikram Book Links Pvt. Ltd vs. State of A.P[19]

e. Vakacharla Veeraiah vs. State of A.P (referred supra)

33. Heard learned counsel for the petitioners and learned Advocate General for the Respondents/State and perused the material available on record.

34. After hearing all the counsel for all the parties and learned Advocate General for respondents and on perusing the material available on record, the points that arise for consideration are as follows:

1. Whether the writ petitioners have *locus standi* and whether the writ petitions are hit by delay and latches?
2. Whether the Corrigendum dated 12.12.2025 is legally valid and in conformity with the tender documents?

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[17] (2012) 8 SCC 216
[18] (2018) 8 SCC 243
[19] W.P.No.5435 of 2025 dated 06.05.2025

3. Whether the impugned tender conditions, particularly Clause 2.2.1(c) and the definition of "similar food products", are arbitrary, discriminatory or tailor-made so as to warrant judicial interference?
4. Whether the tender process suffers from arbitrariness, mala fides or violation of Article 14 of the Constitution?
5. Whether the respondents are entitled to qualify bidders who have not complied with the mandatory tender conditions, particularly the shelf-life certification requirement, and to what relief?
6. Whether this Court can exercise its extraordinary jurisdiction in contractual or tender matters in the absence of pleadings regarding bias, malafide or arbitrary action on the part of tendering authority?

POINT No.1

35. The preliminary objection raised by the respondents regarding maintainability of the writ petitions. It is contended that every contractor or bidder intend to participate in tender process, they shall get it registered at e-portal procurement to access to the tender document and to correspond with the tendering authority and for every information is like pre-bid meetings and its deliberations, resolutions and all other modifications etc, whereas in the cases in hand most of the petitioners neither registered on

the e-procurement portal nor participated in the tender process and, therefore, lack the *locus standi* to challenge the tender conditions or the actions of the tendering authority. According to the respondents, a person who has chosen not to participate in the bidding process cannot subsequently question the tender terms. It is further observed that the petitioners were aware of the Corrigendum and the extension of the bid submission dates but approached this Court only after the tender process was finalized, thereby all the petitions are attracting the Doctrine of delay and latches.

36. On the other hand, the petitioners, submit that participation in the tender process is not a precondition where the challenge is directed against the legality and validity of the tender conditions. According to them, the impugned conditions are arbitrary, exclusionary, and operated as barriers to their participation. Their grievance is directed not against any decision taken during bid evaluation but against the tender framework and the Corrigendum and its governing the process.

37. The question that arises is whether non-participation in a tender process by itself bars a challenge to the legality of the tender conditions. While participation may strengthen a challenge to the outcome of a tender,

it is not an absolute requirement where the challenge concerns allegedly arbitrary, discriminatory, or unconstitutional eligibility conditions. In such cases, the Court must examine whether the petitioners have a genuine interest in the subject matter and whether the impugned conditions excluded the petitioners from participation.

38. As regards delay and latches, it is settled that relief under Article 226 is discretionary and may be declined in cases of unexplained delay. However, the principle must be applied having regard to the facts of each case. The present challenge concerns the validity of the Corrigendum and tender conditions governing public procurement under a welfare scheme. Therefore, the Court must examine the allegations of illegality and arbitrariness on their merits rather than reject the petitions on technical grounds alone.

39. Having considered the nature of the challenge and the material on record, this Court is unable to accept the objections relating to *locus standi* and maintainability. The petitioners are manufacturers operating in the relevant field and cannot be regarded as strangers to the nature of the tender procurement process. Their non-participation, when exposed to the conditions under challenge, does not deprive them of the right to question

such conditions. The objection based on delay is also without merit. No third-party rights had taken place when the writ petitions were instituted. In these circumstances, no such delay has been shown as would justify dismissal of the petitions at the threshold. Accordingly, the preliminary objections raised by the respondents are hereby rejected. Accordingly, the point is answered in favour of the petitioners and against the respondents.

POINT No.2

40. The next issue for consideration is whether the Corrigendum dated 12.12.2025 is legally valid and whether its issuance is consistent with the tender conditions governing the procurement process. The petitioners contend that the Corrigendum was issued after expiry of the original bid submission deadline and, therefore, to be without legal sanction. According to them, once the original bidding period expired, any modification to the tender conditions could only have been made by cancelling the tender and issuing a fresh notification. Attention of this Court is drawn to Clause 2.12 of the tender document to contend that amendments were permissible only before the bid due date and only through an Addenda. It is further contended that the changes introduced were not merely clarificatory but substantially modified the eligibility criteria, quality control requirements,

certification norms, manufacturing conditions and other essential terms of the tender. According to the petitioners, these changes materially altered the tender framework and warranted a fresh tender process to ensure equal opportunity to all prospective bidders. The respondents, on the other hand, submit that the Corrigendum was issued after considering representations received from all the bidders, stakeholders and discussions held during the pre-bid meeting. It is also contended that the essential object of the tender document remained unchanged and that the subject revised conditions were made available to all interested parties through the e-procurement portal for further necessary steps.

41. The question, therefore, is whether the Corrigendum amounted to an impermissible revival of an expired tender process and whether the changes introduced were of such significance as to require a fresh tender notification. While public procurement demands fairness and transparency, it also permits modifications to address practical concerns and clarify tender conditions. Unless such changes fundamentally alter the nature of the procurement or cause prejudice to prospective bidders, a fresh tender process may not be necessary.

42. The material on record shows that the Corrigendum was issued following the pre-bid deliberations to address concerns raised by all the bidders and stakeholders. The revised conditions were uploaded on the e-procurement portal and made accessible to all prospective bidders afresh to participate tender process. No material has been placed before the Court to show that any bidder was denied notice of the revised conditions or was prevented from participating on that account. In matters of public procurement, what is relevant is whether the revised conditions were transparently communicated and whether equal opportunity was afforded to all interested bidders. Since the modifications were publicly notified through the e-procurement portal and adequate time was made available for submission of bids, the requirements of transparency and fair notice stand substantially satisfied. Mere use of the term "Corrigendum" instead of "Addenda" does not render the process invalid. Accordingly, the challenge to the legality and validity of the Corrigendum is rejected. Accordingly, the point is answered in favour of the respondents and against the petitioners.

POINT No.3

43. The third point that arises for consideration is whether the amendment introduced to Clause 2.2.1(c), particularly the definition of “similar food products,” is arbitrary, discriminatory, irrational, or tailor-made to favour a particular class of bidders.

44. The petitioners contend that under the original tender notification, experience in manufacture and supply of Balamrutham or similar food products was recognized broadly without restrictive definitions. However, by virtue of the Corrigendum, the expression “similar food products” was confined to a limited category of products such as multigrain atta, ragi flour, rice flakes, groundnut chikki, and hot cooked meals. It is argued that numerous manufacturers possessing substantial experience in production of fortified nutritional foods, supplementary nutrition products, protein-enriched food formulations, and government nutrition programme supplies have been unjustifiably excluded by the restrictive definition. The petitioners therefore contend that the classification has the effect of narrowing competition in favour of a select group of entities.

45. The respondents deny these allegations and explained that the original tender document did not define the term "similar food products,"

which led to confusion among prospective bidders. According to them, the Corrigendum was issued only to clarify the types of products that would be treated as similar food products. It is contended that this is a technical matter within the domain of the procurement authority and that the Court should not interfere unless the decision is shown to be arbitrary or mala fide. It is also observed that the clarification applied equally to all bidders and was intended to bring clarity and transparency to the tender process, not to restrict competition.

46. The question, therefore, is whether the definition introduced through the Corrigendum is related to the purpose of the tender and whether it is so arbitrary or unreasonable as to warrant interference by this Court. It is well settled that the tendering authority has considerable knowledge, experience and discretion in prescribing eligibility conditions and determining the qualifications required for participation. Such decisions are based on technical and administrative considerations and are ordinarily left to the expertise of the concerned authority. in one word, it is the exclusive domain of the tendering authority. therefore, the role of the Court in judicial review is not to examine the correctness of the decision but to determine whether the decision-making process is legal, fair, and free from arbitrariness.

47. This Court is therefore of the opinion that the amendment to Clause 2.2.1(c) cannot be characterised as an act of arbitrary or discriminatory merely because some manufacturers are possessing experience in other nutritional products and which do not fall within the defined category. The determination of comparable products is essentially a matter of technical assessment falling within the domain of the procuring authority. In the absence of demonstrable mala fides, irrationality, or manifest unreasonableness, this Court would not interfere with such policy decisions. Consequently, the allegation that the definition of “similar food products” is tailor-made or intended to exclude genuine competitors is liable to be rejected, for the reason that it is not the case of petitioners that the issuance of corrigendum restricted the participation of bidders.

48. Learned counsel for the petitioners had placed reliance on the judgment of the Supreme Court in **Vinishma Technologies Private Limited vs. State of Chattisgarh** (referred supra) to contend that, the impugned condition operates as a closed door to outsiders and restricts the wider participation of bidders and restricts competition. But, this contention cannot be accepted, for the reason that, the issue involved in the above case pertains to sports kits, which can be manufactured in other

states also. But, in the present case, the food item called as Balamrutam is a perishable good should be prepared in the State of Andhra Pradesh only, making easy for transporting the commodity. Hence, the contention raised by the learned counsel for the petitioners is rejected.

49. The petitioners have not placed any material before this Court to establish that the products specified in the Corrigendum are wholly unrelated to the nutritional characteristics required under the scheme. As such, in the absence of such material, the Court cannot hold that the classification lacks a rational nexus with the object sought to be achieved.

50. The scope of judicial review in tender matters is inherently limited. Courts do not sit in appeal over decisions of the tendering authority and cannot substitute their views for those of financial, administrative or technical experts. Unless the impugned action is shown to be arbitrary, discriminatory, mala fide, or patently illegal, judicial interference is ordinarily unwarranted. Point is answered in favour of the respondents and against the petitioners.

POINT No.4

51. The petitioners contend that the tender conditions were framed in a manner that excluded genuine competitors and favoured a limited class of entities. According to them, while certain quality-control requirements were relaxed, eligibility was restricted through selective definitions and conditions, rendering the process arbitrary and lacking in transparency.

52. The respondents deny these allegations. They submit that the tender relates to procurement of nutritional supplements for nearly thirteen lakh children under the Integrated Child Development Services Programme and that the conditions were framed after consultation with stakeholders, scrutiny by the State Level Procurement Committee, and consideration of practical requirements. It is stated that the Corrigendum was issued pursuant to suggestions received during the pre-bid meeting and that all modifications were uniformly communicated through the e-procurement portal. According to the respondents, the changes were intended to widen participation and not to restrict competition.

53. The issue for consideration is whether the decision-making process was arbitrary, biased, mala fide, or intended to favour any particular bidder. Mere disagreement with the tender conditions or policy choices of the

tendering authority is not sufficient to establish arbitrariness. The material on record shows that the modifications were introduced after pre-bid deliberations to address concerns raised by stakeholders. The revised conditions were publicly notified and made available to all prospective bidders. No material has been placed before the Court to show that any bidder received preferential treatment or that the conditions were tailored to benefit an entity. As contended by by the learned Senior Counsel, as per tender notice, it is published as National Level Bidding, but the pre-requisite condition is that, the bidder should have a manufacturing unit within the jurisdiction of the State, which is nothing but restricting the bid in favour of State level players. In similar circumstances, the Hon'ble Apex Court specifically held in in **Vinishma Technologies Private Limited vs. State of Chattisgarh** (referred supra), wherein it was held that, the impugned condition operates as a closed door to outsiders and restricts the wider participation of bidders and restricts competition. On that ground, the tender notice in the said case was set aside. The said ruling may not be applicable to the present facts of the case, for the reason that the procurement under the scheme in the said case was sports kits to the school children of Government Schools in the State of Chattisgarh. The procurement of sports kits would be possible from any corner of India,

since that product is not perishable and as per the approved colour and designed can be procured. Whereas, in the case in hand, the food products are perishable in nature and food habits of children of a particular state is different from other state, as such, the similar food products were expanded. Hence, the ruling of the Hon'ble Apex court is not applicable to the present facts of the case.

54. As long as there is no material evidence to show that the tender process was suffered with bias, malice and irrational, the Judicial review in such matters is confined to examining the fairness and transparency of the decision-making process and not the merits of the policy itself. On the material available, this Court finds that the Corrigendum was issued to facilitate participation and ensure effective implementation of the procurement process. The allegations of mala fides, favouritism and arbitrariness are unsupported by evidence. Accordingly, it is held that the tender process does not suffer from arbitrariness or violate Article 14 of the Constitution, and the said submissions are rejected.

POINT No.5

55. The next issue for consideration is whether bidders who did not submit the shelf-life certificate and certain other documents at the time of

bidding could still be considered eligible, and whether such consideration would render the tender process illegal or arbitrary.

56. The petitioner in W.P. No.1208 of 2026 contends that the shelf-life certificate issued by a Government Food Research Laboratory is a mandatory requirement under the tender conditions. It is submitted that the petitioner alone furnished a certificate certifying a minimum shelf life of ninety days, while the other bidders failed to do so. It is further contended that requests for relaxation of this requirement were rejected during the pre-bid stage and through the Corrigendum, and therefore the respondents cannot relax the condition during technical evaluation.

57. The respondents, however, submit that certain certificates and documents can be produced at a later stage and that non-submission at the initial stage does not automatically render a bidder ineligible. According to them, the objective of the tender is to procure quality nutritional products and not to exclude otherwise eligible bidders for curable procedural deficiencies. As such, the intention of the petitioner that the tender conditions must be interpreted in a practical manner consistent with public interest.

58. The question, therefore, is whether the shelf-life certificate is an essential eligibility condition requiring submission along with the bid or whether it is a requirement capable of subsequent compliance. The distinction between a mandatory eligibility condition and a procedural requirement assumes significance in this context. Absolutely, the subject condition is a procedural requirement only.

59. Upon consideration of the material on record, this Court is of the view that, non-submission of the shelf-life certificate at the initial stage cannot, by itself, result in automatic disqualification. The requirement is intended to ensure quality and safety standards, but the certificate is capable of subsequent production and verification. No material has been placed before the Court to show that any relaxation granted in this regard has caused prejudice to the petitioners or compromised the quality standards contemplated under the tender. Accordingly, the contention that bidders who did not furnish the certificate along with their bids must be treated as ineligible is hereby rejected. Accordingly, the point is answered in favour of the respondents and against the petitioners.

POINT No.6

60. The final point that arises for consideration is whether this Court, in exercise of its extraordinary jurisdiction under Article 226 of the Constitution, can interfere with the tender process and contractual decisions of the tendering authority in the absence of specific pleadings and proof of mala fides, bias, arbitrariness, or patent illegality. The petitioners contend that the impugned tender conditions and the Corrigendum violate constitutional guarantees of equality and fairness and therefore warrant judicial intervention. According to them, the Court is duty-bound to ensure that public procurement processes remain transparent, non-discriminatory, and consistent with constitutional principles.

61. The Constitutional Courts must view that element of public interest is involved or not in the tender process. The scope of present tender is the procurement pertaining to child nutrition programme, which is meant for catering to nearly 13 lakh children belonging to the Below Poverty Line families in the State. The said programme itself is formulated as per the statistics of national survey duly conducted by National Family Health Survey-6.

62. The award of a contract, whether it is by a private party or by a public body or the State, is essentially a commercial transaction. In arriving at a commercial decision considerations which are paramount are commercial considerations. The State can choose its own method to arrive at a decision. It can fix its own terms of invitation to tender and that is not open to judicial scrutiny. It can enter into negotiations before finally deciding to accept one of the offers made to it. Price need not always be the sole criterion for awarding a contract. It is free to grant any relaxation, for bona fide reasons, if the tender conditions permit such a relaxation, for bona fide reasons, if the tender conditions permit such a relaxation. It may not accept the offer even though it happens to be the highest or the lowest. But the State, its corporations, instrumentalities and agencies are bound to adhere to the norms, standards and procedures laid down by them and cannot depart from them arbitrarily. Though that decision is not amenable to judicial review, the court can examine the decision-making process and interfere if it is found vitiated by mala fides, unreasonableness and arbitrariness. The State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process the court must exercise its discretionary power under Article 226 with great caution and should

exercise it only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the Court should intervene. [**Air India Ltd. vs. Cochin International Airport Ltd**[20].

63. The respondents, however, submit that the scope of judicial review in tender and contractual matters is extremely limited. It is contended that formulation of tender conditions, determination of eligibility criteria, assessment of technical requirements, and evaluation of bids fall primarily within the domain of the expert authorities entrusted with the procurement process. The respondents rely upon a catena of decisions of the Hon'ble Supreme Court referred supra, to contend that judicial review is only confined to examination of the decision-making process but not the merits of the decision itself.

64. The settled legal position is that the Court does not sit as an appellate authority over administrative decisions relating to tenders and contracts. The Court is not expected to substitute its own views for those of

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[20] 2000 (2) SCC 617

technical experts or procurement authorities merely because an alternative view may be possible. Therefore, the Judicial intervention is justified only when the decision-making process is shown to be vitiated by mala fides, arbitrariness, irrationality, bias, procedural impropriety, or patent illegality. The freedom of the Government to prescribe tender conditions and determine the manner in which public contracts are awarded is an essential component of administrative discretion, subject only to constitutional limitations.

65. In the present case, apart from making allegations of arbitrariness and favouritism, the petitioners have not placed any convincing material demonstrating mala fides, bias, or abuse of power on the part of the tendering authority. The record indicates that the tender conditions were examined by the competent authorities and subsequently published through the prescribed electronic platform. The Court finds no material irregularity in the decision-making process warranting interference. The controversy essentially relates to the wisdom and propriety of the tender conditions rather than the legality of the process by which they were framed. Such matters ordinarily fall within the exclusive domain of the tendering authority.

66. To explain the scheme in more emphatic manner, it is appropriate to draw the statistics of National Family Health Survey-5, for the year 2023-2024 conducted across 715 districts, which reveals in respect of child nutrition that, nearly 30% of children were categorized as stunned and severe wasting nearly 6% and rate child mortality is high rate in India while comparing any developed or developing countries in the world. Therefore, this ground level data promoted the policy making for brining this programme to get rid of, or to reduce the percentage to the lower level, the said object was achieved through this programme by effective implementing the scheme. Therefore, the change of figures can be visualized from National Family Health Survey-5 to National Family Health Survey-6 (2019 – 2020 to 2023 - 2024).

67. Therefore, applying the principles laid down by the Hon'ble Supreme Court governing judicial review of tender matters, this Court holds that no case has been made out for exercise of extraordinary jurisdiction under Article 226 of the Constitution. In the absence of proven arbitrariness, mala fides, or patent illegality, the tender process is not liable to be interfered with. Consequently, the challenge raised by the petitioners fails and the writ petitions are liable to be dismissed.

68. Normally, the Courts cannot give different interpretation to the tender terms and the duty of this Court is to verify whether the respondent followed the procedure in processing the tender or not and the Courts would not interfere with the tenders, interpreting tender conditions, relaxing any tender conditions, in view of law declared by the Apex Court in **Durgawathi Devi v. Union of India THR, Its Secretary, Ministry and others**[21]**.**

69. In **The Silppi Constructions Contractors vs. The Union of India and Ors**[22], the Apex Court reiterated the same principles with regard to maintainability of writ petition in tender of contractual matters, relying on the catena of judgments of Supreme Court, more particularly, **Tata Celluar v. Union of India**[23], wherein the Apex Court laid down six guidelines which are as follows:

> *(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*

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[21] Special Leave Petition (c) No.37479 of 2016
[22] Special Leave Petition (Civil) Nos.13802-13805 of 2019 dated 21.06.2019
[23] (1994) 6 SCC 651

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 fair play in the joints is a necessary 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.

70. The Apex Court also referred to various earlier judgments in **Raunaq International Ltd. V. I.V.R. Construction Ltd[24], Air India Limited v. Cochin International Airport Ltd (**referred supra**), Karnataka SIIDC Ltd**

[24] (1999) 1 SCC 492

v. Cavalet India Ltd[25], Master Marine Services (P) Ltd v. Metcalfe & Hodgkinson (P) Ltd[26], B.S.N. Joshi & Sons Ltd v. Nair Coal Services Ltd[27], Jagdish Mandal v. State of Orissa[28] and Michigan Rubber (India) Ltd. V. State of Karnataka & Ors[29] and finally concluded that the Courts should not normally intervene in the decision making process for award of contracts, unless blatant illegality and arbitrariness can be pointed out. The controversy before this Court is to ascertain whether there was any illegality or arbitrariness in the decision making process rather than the question of whether the decision was correct. In the present case, the District Diet Management Committee discharged its duty of finalizing the diet contract in faovur of one diet contractor, thus discharged its duty. Unless, there is blatant illegality and arbitrariness pointed out in awarding the contract to any of the diet contractor, this Court cannot interfere into the matter.

71. In view of my foregoing discussion, this Court does not find any illegality or arbitrariness to set-aside the tender notification impugned in the writ petitions, exercising power of judicial review under Article 226 of the

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[25] (2005) 4 SCC 456
[26] (2005) 6 SCC 138
[27] (2006) 11 SCC 548
[28] (2007) 14 SCC 517
[29] (2012) 8 SCC 216

Constitution of India. Consequently, the writ petitions are liable to be dismissed.

72. In the result, writ petitions are dismissed. No costs.

73. Consequently, miscellaneous petitions, if any pending, shall stand dismissed.

JUSTICE VENKATESWARLU NIMMAGADDA

Date: 13.07.2026

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Whether the order is:

Speaking	No	Reasoned	Yes
Reportable	No	Non-reportable	Yes

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THE HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NOS.36674, 36675, 36748, 36753 OF 2025 &
WRIT PETITION NOs.59 AND 1208 OF 2026

Date:13.06.2026

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