

W.P.(MD).No.35996 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

ORDER RESERVED ON : 06.01.2026

ORDER PRONOUNCED ON : 19.01.2026

**CORAM:
THE HONOURABLE MR.JUSTICE R.VIJAYAKUMAR**

**W.P.(MD).No.35996 of 2025
and WMP(MD).Nos.28587 and 28589 of 2025**

Merkury Electrical Corporation
Room No.X/449T, 2nd Floor
G.O.Tower, Peramangalam Post
Thirissur District
Kerala State 680 545
Rep.by its Managing Partner
Chithra Vanajakumar

....Petitioner

Vs

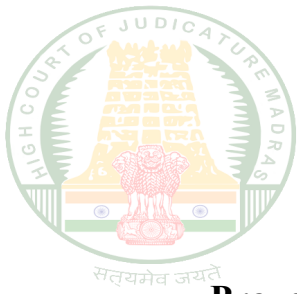
1.The Chairman
V.O.Chidambaranar Port Authority
Thoothukudi District

2.The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department
V.O.Chidambaranar Port Authority
Thoothukudi District

3.The Deputy Chief Mechanical Engineer
Mechanical & Electrical Engineering Department
V.O.Chidambaranar Port Authority
Thoothukudi District

4.The Superintending Engineer (Electrical)
Mechanical & Electrical Engineering Department
V.O.Chidambaranar Port Authority
Thoothukudi District

....Respondents



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Prayer: This Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records relating to the impugned e-mail rejection order dated 20.11.2025 and the consequential order passed by the second respondent vide proceeding No.MEE/ELECODOSA/2/2025/Mech/SE1/7566/D.2288 dated 25.11.2025 and quash the same and consequently issue a direction to the second respondent to evaluate the petitioner's tender application to Bid ID No. 902720 and Tender Id.2025_VOCPT_248456_I.

For Petitioner : Mr.Sreejith V.Nair

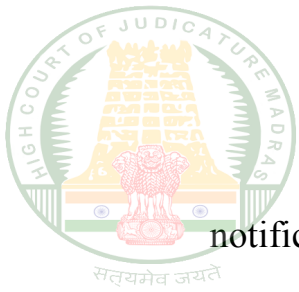
For Respondents : Mr.N.Dilip Kumar

ORDER

The present writ petition has been filed by challenging the rejection of technical evaluation of the petitioner's bid through e-mail and the consequential order of the second respondent on 25.11.2025. The petitioner has prayed for a direction to the second respondent to reevaluate his tender bid.

(A).Factual Matrix:

2.The first respondent Port Trust has issued an e-tender Notification on 10.09.2025 for upgradation of illumination level at Dock Area including Comprehensive Annual Maintenance Contract (CAMC) for a period of five years after completion of two years guarantee period. As per tender



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notification, the tenderer is expected to design, supply, erection, testing and commissioning of 30 mtr High Mast tower along with luminaries including shifting of existing high mast. The estimated cost was fixed at Rs.13,28,09,563/- plus GST and the last date of the submission of bids was fixed on 29.09.2025 at 15.00 hours. The bid opening date and time was fixed at 30.09.2025 at 15.30 hours.

3.A perusal of e-tender notification further reveals that the bidder should have successfully completed similar work as detailed under Clause 1.4(b). The date of submission of bid was extended up to 08.10.2025. A corrigendum was issued on 06.10.2025 where BOQ No.6(i), (ii), (iii) & (iv) were amended relating LED Floodlight Luminaries.

4.The petitioner company had submitted their bid on 06.10.2025 and also received an acknowledgment. On 18.11.2025, the petitioner company has addressed a communication to the first respondent expressing their grievance for not short-listing them. Another communication was addressed by the petitioner on 19.11.2025 providing detailed clarification and requested for reconsideration of the petitioner in technical qualification bid. Another communication was addressed on 21.11.2025 seeking specific reasons for rejection.

5.In the meantime, under the impugned e-mail communication dated 20.11.2025, the petitioner has been informed that their technical bid has been



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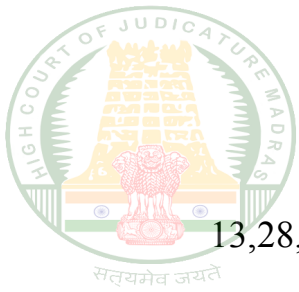
rejected during the technical evaluation. As a reply to the petitioner letter dated 19.11.2025, a communication was addressed by the first respondent on 25.11.2025 providing reasons for rejection of the technical bid. The e-mail communication dated 20.11.2025 and the subsequent detailed communication dated 25.11.2025 are under challenge in the present writ petition.

6.A perusal of the detail communication of the first respondent dated 25.11.2025 reveals that the petitioner's bid has been rejected primarily on the ground that the completion certificate furnished by the petitioner company reflects only the value of a completed work of one stadium. On the other hand, the work order reflects the combined value of all the three stadium projects.

7.The impugned order further reflects that the document submitted by the petitioner company for claiming minimum eligibility criteria as per Clause Sl.No.1.4 has not been fulfilled. Challenging this, the present writ petition has been filed.

(B).Submissions of the learned counsels appearing on either side:

8.According to the learned counsel appearing for the writ petitioner, as per the tender document, the intending tenderer should have similar work experience. According to the petitioner company, they have one similar completed work not less than the amount equal to 80% of the estimated cost. It is further contended that the estimated cost of the tender is Rs.



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13,28,09,563/-, 80% of the same would amount to Rs.10,00,000/-.

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9. According to the learned counsel for the writ petitioner, the tender notice was issued by Kerala Cricket Association for supply and installation of floodlighting system for three play grounds in Kerala located in Thiruvananthapuram, Alappuzha and Wayanad. The total value of the work was Rs.33,85,32,000/-. Though the work order was a consolidated one for three stadiums, separate agreement was entered into for each of the stadiums. As far as Thiruvananthapuram stadium is concerned, an agreement was entered for the total value of Rs.12,05,71,720/- excluding GST. The work for other two stadiums cannot be taken up, in view of the fact that the possession could not be handed over by the Association. Therefore, the petitioner company is having similar work experience as contemplated in the tender document.

11. The learned counsel for the writ petitioner had further submitted that there was much delay in declaring the results of the tender and only after a complaint was lodged, the results were uploaded in the web-site of the first respondent. No pre-bid meeting was convened by the first respondent Port Trust to enable the tenderers to get any clarification. In case, if any deficiency is found in the document of the writ petitioner company, the first respondent ought to have called for a meeting and got it clarified. He had further submitted that though the work order issued by Kerala Cricket Association is a consolidated one for three stadiums, separate agreement was entered into



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for Thiruvananthapuram Stadium which is more than that what was expected to of the similar work experience by the first respondent in the tender document.

12.The learned counsel for the writ petitioner had further submitted that at no point of time, the first respondent had informed about the reasons for disqualification. Therefore, the petitioner company was constrained to communicate with the first respondent to know the reasons. Till filing of the writ petition, reasons have not been properly assigned. Hence, he prayed for allowing the writ petition and to reevaluate the Tender bid submitted by the petitioner company.

13.Per contra, the learned counsel for the respondents had relied upon his counter and submitted that the bid submitted by the petitioner company was rejected on the following grounds:

a).The work order issued by Kerala Cricket Association would clearly reveal that it is a consolidated order for installation of lights in three cricket stadiums. Unless a completion certificate of all the three stadiums is produced, the same cannot be considered to be a completion certificate in terms of Clause 1.4(b). It is clear that the petitioner company is yet to complete their installation in Alappuzha and Wayanad Cricket stadiums. In such circumstances, the completion certificate issued by Kerala Cricket Association with regard to one of the stadiums cannot fulfil the condition laid



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down in Clause 1.4(b).

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b).He had further submitted that as per the tender condition, the similar work experience should have been achieved by the tenderer during the last 7 years from the previous month of the date of publication of the notification inviting tender. In the present case, the notification was issued on 10.09.2025 and therefore, the experience should have been achieved prior to 10.08.2025. However, the experience certificate submitted by the writ petitioner company dated 02.09.2025 would clearly reveal that the work has been completed only on 25.08.2025. Therefore, the same is not in accordance with the tender condition.

c).He had further submitted that as per Price Schedule Sl.No.2(i), the petitioner was called upon to submit his tender for 13 Nos. of 30 Mtr. New High Mast including providing RCC foundation concrete. The corrigendum issued on 06.10.2025 only relates to Sl.No.6 namely LED Floodlight Luminaries. The petitioner company had submitted their tender on 06.10.2025 wherein they have pointed out that there is no deviation from the tender condition either technical or commercial. However, while submitting their tender as far as 30 Mtr. New High Mast is concerned, instead of 13 High Mast, they have quoted only for 11 Mast. Therefore, it is clear that the tender bid was not in accordance with the specifications mentioned in the tender document.



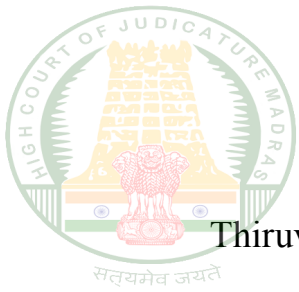
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d)The learned counsel had further submitted that the reasons assigned in the impugned communication dated 25.11.2025 are restricted to the queries that were raised by the petitioner company on 19.11.2025. At no point of time, the petitioner company has sought for the reasons for rejection of the technical bid. When allegations were made in the communication dated 18.11.2025 and 19.11.2025, those allegations were answered in the impugned communication dated 25.11.2025. However, the minutes of the Tender Evaluation Committee will clearly indicate that for all these three reasons, the technical bid of the petitioner has been rejected. Only under the communication dated 21.11.2025 the reasons for rejection have been sought for which is after e-mail rejection order dated 20.11.2025. Hence, he prayed for sustaining the order passed by the authorities concerned.

14.I have considered the submissions made on either side and perused the material records.

(C).Discussion:

15.A perusal of the tender document submitted by the petitioner company in relation to the similar work experience reveals that the petitioner company has entered into an agreement with Kerala Cricket Association and has been issued with a consolidated work order dated 17.02.2025 in favour of the petitioner company for design and erection of floodlights system with 5 years warranty in three first class grounds in Kerala located in



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Thiruvananthapuram, Alappuzha and Wayanad. An agreement has been entered into for Thiruvananthapuram stadium alone on 19.02.2025. The completion certificate also reveals that the petitioner has completed his work successfully only in Thiruvananthapuram stadium.

16.A perusal of Clause 1.4(b) of the tender document clearly reveals that the contractor has to enclose the scanned copies of work order/satisfactory completion certificate along with the copies of illumination design executed by the contractor. Though the petitioner company has enclosed the work order, it would clearly reveal that it is a consolidated order for three cricket stadium. However, the completion certificate has been issued only for one stadium. In such circumstances, this Court is of the considered opinion that the petitioner company has not fulfilled the tender condition by obtaining completion certificate for all the three stadium which are covered under the work order issued by Kerala Cricket Association.

17.As far as the contention of the first respondent that the work experience certificate should be within a period of 7 years from the previous month of date of publication of notice of tender is concerned, it does not mention that it should be 30 days or one month prior to the date of publication of tender notification. It simply mentions that 7 years from the previous month of date of publication. Therefore, the completion certificate obtained by the petitioner company to the effect that they have completed the



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work on 25.08.2025, cannot be found to be violation of the tender condition.

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18.As per Clause 2(i) of the Price Schedule Annexure to the price bid, the petitioner was mandated to submit his tender with regard to 13 High Masts. The corrigendum issued by the first respondent port trust has only amended Clause 6(i)(ii)(iii) and (iv) and there is no corrigendum for Clause-2. Therefore, it is clear that the tenderer has to submit his bid for 13 High Masts. However, discretion was given to the tenderer only with regard to the number of LED Floodlights. When the tender document submitted by the writ petitioner was perused, it reveals that he has given an undertaking that there is no deviation. However a perusal of the tender document submitted by the writ petitioner reveals that he has submitted his bid for 11 High Masts only instead of 13 High Masts as mandated in the tender notification. Therefore, it is clear that the tender document submitted by the petitioner company is clearly in deviation and in violation of the tender notification.

19.As far as the contention of the petitioner that no proper reasons have been assigned for rejection of the tender is concerned, the Tender Evaluation Committee has placed its report before this Court which would clearly reveal all the three reasons for which the tender document was rejected. The petitioner in his representation dated 18.11.2025 and 19.11.2025 had been providing explanation only with regard to the similar work experience and a



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complaint was also made to the Vigilance Cell only on that ground.

Therefore, the impugned communication dated 25.11.2025 was restricted to that explanation provided by the writ petitioner. In such circumstances, the impugned communication wherein only one ground is stated for rejection of the technical bid, cannot be found fault with.

(D).Conclusion:

20.In view of the above said deliberations, it is clear that the petitioner company having deviated from the mandatory specification mentioned in the tender document, cannot seek to set aside the order of rejection of the technical bid. No grounds have been made out to interfere in the orders impugned in the writ petition. There are no merits in the writ petition. The writ petitions stands dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

19.01.2026

Internet : Yes/No
Index : Yes/No
NCC : Yes/No
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To

The Section Officer
V.R.Section
Madurai Bench of Madras High Court
Madurai



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R.VIJAYAKUMAR, J.

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Pre-delivery order made in

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and WMP(MD).Nos28587 and 28589 of 2025

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