



\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
*Reserved on: 21<sup>st</sup> June, 2025*  
*Date of Decision: 1<sup>st</sup> July, 2025*

+ W.P.(C) 4297/2025, CM APPL. 19950/2025&CM APPL. 19952/2025

**STUMPP SCHUELE LEWIS MACHINE TOOLS  
PVT LTD**

.....Petitioner

Through: Mr. Gaurav Agarwal, Sr. Advocate  
with Mr. Rohit Rao, Mr. Ananga  
Bhattacharya and Ms. Krishanu Barua,  
Advocates

versus

**UNION OF INDIA & ORS.**

.....Respondents

Through: Mr. Rohan Jaitley, CGSC for UOI  
with Mr. Varun Pratap Singh, Mr. Dev  
Pratap Shani and Mr. Yogya Bhatia,  
Advocates for R-1 and R-2. (Through  
VC) with Mr. Raj Kumar, DIGLAW,  
CRPF  
Mr. Harin P. Raval, Sr. Advocate with  
Mr. Nilana Bandhopadhyay, Mr.  
Kumar Shashwat Singh, Ms. Surbhi  
Rana and Ms. Shreya Bansal,  
Advocates for R-3.  
Mr. Anil Kumar Mishra, Ms. Mrinal  
Bharti, Mr. Manish Kr. Shekhari, Ms.  
Anisha Mahajan, and Mr. Hemant  
Dixit, Advocates for R-4.

**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**HON'BLE MR. JUSTICE RAJNEESH KUMAR GUPTA**

**J U D G M E N T**

**MANMEET PRITAM SINGH ARORA, J:**

1. The present writ petition under Article 226 of the Constitution of India has been filed by the Petitioner - Stumpp Schuele Lewis Machine Tools Pvt.



Ltd., assailing the rejection letter dated 27.03.2025 [‘impugned rejection letter’] issued by Respondent No. 2, as being arbitrary and violative of the Petitioner’s right enshrined under Article(s) 14, 19(1)(g) and 21 of the Constitution of India. The Petitioner is also seeking a declaration to the effect that Respondent Nos. 3 and 4 be disqualified from the evaluation process of the tender issued by Respondent No. 2 herein, as having not satisfied the conditions stipulated therein.

2. The facts, as stated in pleadings, which are relevant for adjudication of the present petition are as under: -

2.1. It is stated that on 24.09.2024, Respondent No. 2 - Directorate General of the Central Reserve Police Force [‘CRPF’] under the aegis of Respondent No. 1 - Union of India, Ministry of Home Affairs, floated a tender bearing no. U.II-1472/2024-25-Proc-VI for procurement of 200 Nos. of 0.338” Sniper Rifle along with day scope and 20,000 Nos. of 0.338” Lapua Magnum Ammunitions (250gr).

2.2. It is stated that the Petitioner, along with Respondent No. 3 - PLR Systems (India) Limited as well as Respondent No. 4 - ICOMM Tele Limited participated in the tender bidding process,

2.3. It is stated that on 29.10.2024, the Petitioner, Respondent Nos. 3 and 4 [hereinafter collectively referred to as “participating firms”] were informed by Respondent No. 2 to deposit two (2) units of the proposed rifle to be procured along with matching ammunition before 23.12.2024 for trial to be conducted at Central Weapons Store 2, CRPF, Pune.

2.4. It is stated that on 13.01.2025, an initial pre-trial meeting was carried out by Respondent No. 2 by outlining the trial procedure at Pune. It is further



stated that after the meeting, all the weapon systems of each bidder were inspected for physical parameters in terms of the tender.

2.5. It is stated that, however, the trials conducted during the period from 15.01.2025 to 18.01.2025 at Pune were inconclusive, as none of the participating firms could meet the requisite parameters in the trial, as per the 'Trial Directives' contained in the Tender document.

2.6. It is stated that thereafter, the Tender Processing Committee considering the request made by participating firms decided to conduct a re-test of firing (Accuracy & Zeroing) test at CRPF Academy, Kadarpur, Gurugram, Haryana from 24.02.2025 to 26.02.2025 and the same was communicated to the participating firms vide letter dated 03.02.2025.

2.7. It is stated that on 24.02.2025, another pre-trial meeting was conducted by Respondent No. 2 and a range practice was provided to the participating firms at CRPF Academy, Kadarpur, Gurugram, Haryana.

2.8. It is stated that during the trials at CRPF Academy, Kadarpur, Gurugram, Haryana the Petitioner herein failed the 400m test; and aggrieved by the same, the Petitioner vide its letter dated 26.02.2025, made a representation to Respondent No. 2, stating that Respondent Nos. 3 and 4 had used Hollow Point Boat Tail ['HPBT'] Ammunition in the trials, whereas the specified variant of the ammunition as per the Tender document was Ball/Lock Base Ammunition. It was further stated in the said letter that since the Petitioner had used Ball/Lock Base Ammunition in the trials and Respondent Nos. 3 and 4 had used HPBT Ammunition by Respondent Nos. 3 and 4, therefore Respondent Nos. 3 and 4 had an undue advantage.



2.9. It is stated that however, the said representation was decided against the Petitioner, and the Petitioner's bid was consequently rejected by Respondent No. 2 vide impugned rejection letter dated 27.03.2025.

2.10. In view of the aforesaid circumstances and, being aggrieved by the impugned rejection letter, the Petitioner has approached this Court by way of filing the present writ petition seeking quashing of the said impugned rejection letter.

**Arguments on behalf of the Petitioner**

3. Mr. Gaurav Agarwal, learned senior counsel for the Petitioner stated that the tender floated by Respondent No. 2 was for the procurement of 200 Nos. of 0.338" sniper rifles and 20,000 Nos. of 0.338 Lapua Magnum Ball Ammunitions (250gm).

3.1. He stated that as per the evaluation criteria stated at clause 27 of the Tender conditions, the bidders have to submit 2 samples of sniper rifles along with total 500 numbers of matching ammunitions. He stated that the tender document envisages a field trial during which the weapons will be evaluated as per the approved GSQR. He stated that the technical specification (GSQR) for the tender bidding process is mentioned in the Appendix-4 of the tender document.

3.2. He stated that the three (3) bidders/participating firms i.e., the Petitioner, Respondent No. 3 and Respondent no 4 participated in the tender bidding process. During the trials CRPF Academy, Kadarapur, Gurugram, Haryana, the Petitioner had used the Lock Base ammunition as per the GSQR requirement; whereas, Respondent Nos. 3 and 4 used another type of ammunition i.e. HPBT ammunition. He stated that since Respondent Nos. 3 and 4 have not used the prescribed type ammunition [i.e. .338" Lapua Magnum ball/ lock base ammunitions], the said Respondents have acted in



complete violation of the tender conditions. He stated that the accuracy of the weapon was to be tested with the ammunition which is to be supplied as per the tender conditions.

3.3. He stated that the tender conditions, specifically Clause 27(iv) and special instruction stipulated under Clause 5 and Clause 13 of the tender conditions refers to Appendix – 4/GSQR provides the technical specifications of the sniper rifle as well as the ammunition. He stated that in the Appendix-4 of the tender document it is envisaged that the correct nomenclature of the ammunition is Lapua Magnum (8.6x70mm) B- 408, 16.2g/250gr Lock base. He further draws attention to the Trial Directives which as well specifies at serial no. 3 that *‘the Sniper rifle should fire 0.338” Lapua Magnum ammunition.*

3.4. He stated that in view of the aforesaid Technical Specifications and Trial Directives given for the ammunition, the only logical sequitur is that field trial is to be conducted as per the specified variant of the ammunition and which is sought to be supplied i.e. 0.338” Lapua Magnum Ball/Lock base ammunition.

3.5. He further stated that Respondent No. 2 at page 33 of its counter affidavit has submitted that the sniper rifle being procured under the subject tender will also be tested with the Ball/Lock Base variant of the ammunition at the time of final delivery. He, therefore, pleaded that the said testing has to be done prior to the procurement of the rifles and ammunition and not after the procurement process is over.

3.6. He stated that the ammunition used by Respondent Nos. 3 and 4 i.e., HPBT ammunition raises ballistic coefficient, and reduces drag, leading to a higher retained velocity and flatter trajectory. It also makes it less susceptible



to wind interference. Thus, HPBT ammunition provides a clear relative advantage over the use of Ball/Lock base variant of the ammunition.

3.7. He stated that the use of HPBT ammunition is banned under the Hague & Geneva conventions as well as International Human Laws, because of the fact that HPBT ammunition cause heavier damage and wounds to humans as compared to Ball/Full Metal Jacket rounds, Respondent No.2 has floated the subject tender for procurement of Ball/Lock base ammunition and not HPBT ammunition.

3.8. He stated that the field trial results of Respondent Nos.3 and 4 cannot be taken into account since there has been no verification that the rifles used by Respondent Nos.3 and 4 will achieve the same results in a combat situation while using the Ball/Lock base variant of the ammunition.

3.9. He stated that due to the hostile discrimination faced by the Petitioner and an unfair advantage gained by Respondent Nos. 3 and 4 by not using the ammunition as stipulated in the tender conditions, Respondent No. 2, has purportedly issued the impugned order dated 27.03.2025 without assigning any reason for disqualification of the technical bid. He, therefore, states that since the procedure followed was not in conformity of the terms and conditions duly specified in the Tender, hence, judicial interference is required and the impugned order is liable to be set aside.

3.10. He stated that the disqualification of the Petitioner was not justified. He stated that the first trial held in Pune was not totally disregarded by CRPF and in fact the results of 1200m test held in Pune was carried forward in the trials conducted at Gurugram CRPF Academy. He stated that, therefore, in alternative to other reliefs sought in this petition, the Petitioner be given



benefit of the results of 400m test held in Pune, which was duly cleared by the Petitioner.

3.11. He relied upon the judgment passed by the Supreme Court in **Poddar Steel Corp. V. Ganesh Engg. Works<sup>1</sup>** and **Bakshi Security V. Devkishan Computed Pvt. Ltd.<sup>2</sup>** to contend that essential conditions by the bidders cannot be waived or deviated.

3.12. He further submitted that in terms of Order dated 08.04.2025 passed by the predecessor Division Bench of this Court, the Petitioner be granted another opportunity for trials qua 400m accuracy test. He stated that Respondent No. 2 had made a statement before this Court on 08.04.2025 that Respondent No. 2 has decided to go in for a re-trial of the competing firms with the stipulation that the weapons and ammunition to be used during the re-trial should be exactly the same as the firms proposed to supply as part of tender. He stated that based on this statement, the captioned writ petition was dismissed and the impugned rejection letter dated 27.03.2025 was also quashed. He stated therefore, Respondent No. 2 shall have no problem in granting re-trial to the Petitioner for the purpose of 400m accuracy test.

3.13. Written Submissions on behalf of the Petitioner were filed on 20.06.2025.

#### **Arguments on behalf of Respondent Nos. 1 and 2**

4. Mr. Rohan Jaitley, learned counsel for Respondent Nos. 1 and 2 stated that Respondent No. 2 herein in the interest of national security, decided to procure the best quality of 200 units of 0.338 Sniper Rifles and 20,000 units of ammunition at competitive prices through a tender process.

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<sup>1</sup> (1991) 3 SCC 273 para 6

<sup>2</sup> (2016) 8 SCC 446 paras 14, 15



4.1. He stated that during the Pre-Bid Queries, it was clarified that the participating firms are free to use any ammunition matching the calibre of the weapon; the trial is not restricted to Full Metal Jacket Ammunition or Ball/Lock Base Ammunition.

4.2. He stated that before the trial was conducted, a pre-trial meeting was held on 13.01.2025, which was attended by the representatives of the participating firms as well as the board of officers from all the CAPFs. He stated that during the said meeting, representatives of the participating firms raised queries regarding various operational parameters to be tested during the trial. However, at no point, the Petitioner firm ask for any clarification with regard to the type of ammunition to be used during the trial. He stated that during the meeting, a detailed trial methodology was deliberated and finalised for the conduct of the field trial and the same was accepted by the representatives of all the participating firms including the Petitioner herein.

4.3. He stated that the issue regarding the use of different ammunition by Respondent Nos. 3 and 4 has only been raised by the Petitioner herein after it failed to qualify for the 400m accuracy test [conducted at CRPF Academy, Kadarapur], even when the Petitioner firm has passed the long-range tests in the 800m and 1000m range as well as passed the 400m test during the trial at Pune, while using the same Ball Lock-base ammunition.

4.4. He stated that the submission of the Petitioner herein regarding the use of different ammunition is only an afterthought as the Petitioner has also signed the Fair trial certificate after completion of trial at both the venue i.e., Pune and Gurugram.

4.5. He stated that in terms of the 'Trial Directives' issued by Respondent No. 2, the trial of the weapon can be tested with a compatible cartridge, which





includes but is not limited to Ball/Lock Base Ammunition. In this regard, he relied upon Clause 3 of the 'Trial Directives' of the Tender document.

4.6. He stated that the Petitioner acquiesced to the terms of the tender and the trial methodology. Thus, on account of acquiescence, the Petitioner cannot be allowed to challenge the tender after being unsuccessful.

4.7. He stated that the claim of the Petitioner that there is any undue advantage claimed by Respondent Nos. 3 and 4 on account of using a different ammunition during trial is misconceived. He stated that G1 and G7 are two (2) methods to calculate the Ballistic Coefficient of Bullets. He stated that as per the Ballistic Coefficient of the Bullets, provided by the manufacturer the difference in G7 is only .004 between the ammunition used by the Petitioner and Respondent No. 3, and as a matter of fact, this will not provide any remarkable advantage to any firm over others in terms of accuracy. Further, as a matter of technical principle, higher G7 may provide some advantage to a bullet but only in longer ranges. However, in the present case the Petitioner has failed the 400-meter accuracy test, wherein a minute difference in G7 will not provide any advantage whatsoever.

4.8. He stated that it is settled law that the procurer issuing the tender document is the best person to appreciate its requirements; therefore, a view taken by the issuing authority cannot be substituted for a probable interpretation. In this regard, he relied upon the judgment of the Supreme Court passed in **Agmatel India (P) Limited v. Resoursys Telecom**<sup>3</sup>. He further stated that the present case admittedly concerns the procurement of crucial defence technology for which far more leeway is to be given to the government in parameter of scrutiny. In this regard he relied upon the

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<sup>3</sup> (2022) 6 SCC 127



judgment passed by this Court in **Trident Infosol Pvt. Ltd. v. Union of India**<sup>4</sup>.

4.9. Written Submissions on behalf of Respondent Nos. 1 and 2 were filed on 20.06.2025.

**Arguments on behalf of Respondent No. 3**

5. Mr. Harin P. Raval, learned senior counsel for Respondent No. 3 stated that tender conditions of the tender documents allowed for submission of compatible ammunition for trials. He stated that the term ‘matching ammunition’ has been used in the tender conditions to highlight that any ammunition compatible with Sniper Rifles should be supplied for trials, ensuring it meets the required standards and performance. In this regard, he relied upon the following clauses of the tender conditions: -

- i. Clause 27(v) of General Conditions of Tender which states that, ‘02 tender samples of .338 Sniper rifles will be required along-with total 500 nos. matching ammunitions of Lapua magnum to be deposited for evaluation purpose during STEC- cum Field trials’. He stated that it is clear from the said clause two (2) .338” Sniper rifles along with matching ammunition of Lapua magnum were required as tender samples for evaluation during the STEC-cum Field trials.
- ii. Clause 14 of the Special instruction titled as ‘Tender Sample’ states that, ‘02 tender samples of 0.338” Sniper Rifle will be required along with total 500 No matching ammunitions of Lapua eligible to be deposited for evaluation purpose during STEC cum-Field Trials’.

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<sup>4</sup> 2022 SCC OnLine Del 2314



- iii. Serial No. 3 of Trial Directives states that '*The Sniper rifle should fire 0.338'' Lapua Magnum ammunition*' however adjacent to it is the 'Remark' column as well which the Petitioner failed to read. The said Remark states, '*OEM to provide specifications of compatible ammunition.*' He stated that the said clause emphasized functional compatibility over specific ammunition brands or types; the use of 'should fire' implied flexibility.

5.1. He stated that Respondent No. 3 used HPBT ammunition in terms of the tender conditions, which was known to the evaluation committee and had this been a disqualifier, Respondent No. 3's bid would have been rejected initially during the field trial conducted in Pune, which did not happen. He stated that the ammunition was examined, retained and utilized under the supervision of the Board of Officers, and no adverse observation or deviation was recorded.

5.2. He stated that only "weapons" i.e. Sniper rifle was to be evaluated at STEC cum Field Trial and not ammunition. In this regard, he relied upon clause 13 of the Special Instruction of the tender document, wherein it has been mentioned that "*during STEC Cum Field Trial "Weapons" will be evaluated as per approved GSQR attached with the Tender*". He contended that the word "ammunition" has not been used herein.

Further he relied upon Clause 15 (iii) of Special Instruction of the tender document, to contend that Ammunition is part of final delivery and that the ammunition was not supposed to be during STEC cum Field Trial stage.

5.3. He stated that pursuant to the initial round of testing at Pune, the results remained inconclusive due to various factors and towards the same the Petitioner had duly submitted its representation on 24.01.2025 to Respondent



No. 2, however, in the said representation no issue or dispute was raised with regards to the type of ‘ammunition’ used by the participating firms. He stated that it is also pertinent to note that the said representation was also made after the office board proceeding were conducted from 13.01.2025 to 21.01.2025 for Pune trials which as well specifically recorded that three firms participated and used 0.338 Sniper rifles along with ‘matching’ ammunition and still no dispute regarding the ‘ammunition’ used by the bidders during the field trial was raised by the Petitioner.

5.4. He stated that, therefore, the plea of the Petitioner regarding different ammunition being used is only an afterthought since the Petitioner remained silent throughout the pre-trial stage and only after failing in second trial in Gurugram has raised such dispute.

5.5. He stated that the tender in question was formulated by Respondent No. 2 in accordance with a tender issued by the Ministry of Defence (MOD) for the procurement of a similar 0.338” Sniper Rifle. He further asserted that in the said tender as well the Petitioner and Respondents Nos. 3 and 4 had participated and during the Pre-Bid queries, it was clarified that the *‘The vendor is in no way restricted from supplying any ammunition certified for use with Sniper Rifles being fielded in the case.’* Therefore, in view of the above, he stated, it is clear that it was always within the knowledge of the Petitioner that the Tender is not restricted to only Ball/Lock base ammunitions and matching or any compatible ammunitions could be used.

5.6. He stated that the Petitioner is only trying to put the blame on the Respondent No. 3 and 4 for its own failure to qualify the tests.

5.7. He stated that the Petitioner has misrepresented to this Court that Respondent No.3 and Respondent No.4 had gained undue advantage during



field trials over the Petitioner, since they have used HPBT variation during field trials. He stated that since the HPBT variant and Ball/Lock Base variant are similar in nature for the purpose of accuracy and none of the participating firms could have gained any undue advantage by using different variant of the ammunition.

In this regard, he relied upon the catalogue filed<sup>5</sup> by Respondent Nos. 1 and 2 for Lapua magnum ammunitions manufactured by Nammo Lapua Oy and 0.338 Caliber ammunition produced by Fiocchi Ammunition, Italy. He states that from the said catalogue it is clear that the Lock base and Hollow Point Boat Tail are only a type of bullet, both compatible with 0.338 caliber of the rifle.

5.8. He stated that Respondent No. 2 has conducted a fair trial which is evident from the fair trial certificates dated 13.01.2025 and 26.02.2025 signed by all the participating firms. He also placed reliance on the Board of Officers proceedings for the trials held at Pune from 13.01.2025 to 21.01.2025, wherein all tender samples were opened, and no objection was raised either for the trial conducted or samples used. He further stated that thereafter from the Board of Officers Proceedings held at CRPF Range, Gurugram from 24.02.2025 and 26.02.2025, it is evident that the trial methodology was agreed to by all the participating firms. He stated that therefore, the objections now raised by the Petitioner are only an afterthought.

5.9. He stated that allowing the Petitioner to re-enter trials post-disqualification would compromise tender integrity and fairness, especially in sensitive defence procurements. He stated that the Petitioner cannot be reinstated at the Trial stage after having been rejected and

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<sup>5</sup> Document compilation filed by Respondent Nos. 1 and 2 under index dated 13.06.2025



Respondent No.3 cannot be relegated back to a stage, which it has already qualified.

5.10. He stated that the Petitioner's technical disqualification arose from Petitioner's own failure to meet the mandatory criteria and not due to arbitrariness or unreasonableness in the tender evaluation process. He stated that it is well-settled that courts do not interfere with tender processes merely because an alternate interpretation is possible or because a party disagrees with the outcome.

5.11. He stated that the Petitioner's contentions mainly revolve around the subjective dissatisfaction with testing outcomes, therefore, the same cannot be the basis for judicial interference.

5.12. He relied upon the judgment passed by the Supreme Court in **N.G. Projects Ltd v. Vinod Kumar Jain**<sup>6</sup> to contend that Courts have consistently held that judicial review in matters of public tenders and contractual decisions by State entities must be exercised with significant restraint. Further the said judgment has also observed that technical and commercial decisions are best left to the discretion of expert bodies and tendering authorities, which are better positioned to assess and interpret contract terms.

5.13. He stated that in view of the observation made in the aforesaid judgment and considering the dispute raised by the Petitioner herein with respect to different variant of ammunition used by the answering Respondent during the field test, as a result, these are technical issues within the domain of Respondent No. 2 and its evaluation committee.

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<sup>6</sup>(2022) 6 SCC 127



5.14. Moreover, since the Technical Evaluation Committee has already rejected the bid of the Petitioner since the Petitioner failed to clear the STEC - cum - field trials and not due to any arbitrariness which the Petitioner has also failed to show, therefore, the tendering process does not require any judicial interference and prayers sought by the Petitioner in the present petition are liable to be rejected.

5.15. Written Submissions on behalf of Respondent No. 3 were filed on 20.06.2025.

#### **Arguments on behalf of Respondent No. 4**

6. Mr. Anil Kumar Mishra, learned counsel for Respondent No. 4 stated that Respondent No. 4 has adopted the submissions made the learned senior counsel for Respondent No. 3.

6.1. Written Submissions on behalf of Respondent No. 4 were filed on 20.06.2025. In its submission Respondent No. 4 has set out a comparison of the HPBT ammunition and Lapua Magnum Full Metal Jacket Ammunition. The comparison table reads as under:

**COMPARISION OF HOLLOW POINT BOAT TAIL AMMUNITION AND FULL METAL JACKET AMMUNITION<sup>1</sup>**

Feature	Lapua Magnum 250 gr FMJ	Hollow Point Boat Tail (HPBT)
Bullet Type	Usually Full Metal Jacket (FMJ) or Soft Point (SP)	Hollow Point with Boat Tail
Bullet Weight	250 grains	250 grains (can vary, but we assume same for comparison)
Design Purpose	Military/anti-materiel, long-range hunting	Precision shooting, match/target, sniper applications
Ballistic Coefficient (BC)	Lower than HPBT (approx. 0.575 - 0.600)	Higher BC (often 0.625 - 0.675 depending on manufacturer)
Accuracy	High, but not match-grade	Extremely high, designed for precision
Terminal Ballistics	More penetration, less expansion	Rapid expansion due to hollow point
Trajectory	Flat, but slightly less efficient over long ranges	Flatter trajectory, better wind resistance
Effective Range	1500 - 1600 meters	1600+ meters, better retained velocity at long range
Use Case	Military, law enforcement, some hunting	Sniping, competition shooting, anti-personnel
Expansion & Wounding	Minimal to moderate expansion (FMJ/SP)	High expansion, designed to cause greater tissue damage
Penetration	Higher (esp. with FMJ variants)	Lower than FMJ, but devastating in soft tissue
Legal Use (India)	Generally restricted to security/military use	HPBT often restricted for civilian use

<sup>1</sup> [www.ammoforsale.com](http://www.ammoforsale.com)



### **Finding and Analysis**

7. We have heard the learned counsels for the parties and perused the record.

8. The facts in brief are, Respondent No. 2 floated a tender dated 24.09.2024 for procurement of 200 (Qty.) Sniper rifles of 0.338" (8.6mm calibre) and 20,000 (Qty.) of 0.338" Lapua Magnum ammunition (250 gr.).

9. Petitioner, Respondent Nos. 3 and 4 were the only three (3) bidders, who qualified for participation in field trials held for the Sniper rifles proposed to be supplied under the tender.

10. The field trials for the Sniper rifles were first held at Pune in January, 2025, wherein rifles of all the three (3) bidders failed the accuracy and zeroing test. Thereafter, the re-test field trials were held again at Gurugram in February, 2025 and in these trials the Sniper rifles of Respondent Nos. 3 and 4 passed the accuracy and zeroing test, whereas the Sniper rifles of the Petitioner failed the accuracy test at 400 mts. range. As a result, Respondent No. 2 issued the impugned rejection letter dated 27.03.2025 to the Petitioner, whereby the technical bid of the Petitioner was rejected.

11. The case of the Petitioner herein is that the Petitioner had used 0.338" Lapua Magnum Ball/Lock base ammunition (250 gr), as per Tender Conditions, during STEC<sup>7</sup>-cum Field Trial of the Sniper rifles, whereas Respondent Nos. 3 and 4 had used HPBT variant of ammunition during STEC-cum Field Trial of their respective Sniper rifles. It is the case of the Petitioner that the use of HPBT variant of ammunition by Respondent Nos. 3 and 4 during the trials is not only in violation of the Tender Conditions, but it also gave an undue advantage to Respondent Nos. 3 and 4.

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<sup>7</sup> Standing Technical Evaluation Committee





12. The Petitioner in this writ petition has challenged the 27.03.2025 decision taken by the Technical Evaluation Committee ['TEC'] of Respondent No. 2, whereby the Petitioner was disqualified, whereas Respondent Nos. 3 and 4 were declared qualified, in the technical bid round of the tender.

13. Having heard the learned counsel appearing for the parties and having gone through the materials on record, we note that issues, which falls for our consideration are as under: -

- I. Whether the decision made by Respondent No. 2 in rejecting the technical bid of the Petitioner vide impugned letter dated 27.03.2025 was justified?
- II. Whether use of Hollow Point Boat Tail/HPBT ammunition by Respondent Nos. 3 and 4 during field trials of the Sniper rifles, is in violation of the Tender Conditions?
- III. Whether the use of HPBT ammunition by Respondent Nos. 3 and 4 gave them an undue advantage during field trials of the Sniper rifles over the Petitioner who used the Ball/Lock base ammunition?

14. Before advertng to answering the aforesaid issues, it would be relevant to note that vide order dated 08.04.2025, the captioned petition was disposed of by the predecessor Division Bench of this Court basis the statement made, on instruction, by the learned counsel for Respondent Nos. 1 and 2 that Respondent-CRPF would hold a re-trial for all bidders with Sniper rifles and ammunitions, which the bidder firms proposed to supply as part of the tender.

15. However, aggrieved by the order dated 08.04.2025, PLR Systems Private Limited [Respondent No. 3 herein] challenged the said order before the Supreme Court by way of filing Civil Appeal No. 7107/2025. Vide order



dated 23.05.2025, the Supreme Court set aside the aforesaid order dated 08.04.2025 on the ground that Respondent No. 3 herein was not impleaded as a party to the captioned petition and observed that they were not heard prior to the passing of the order dated 08.04.2025. The Supreme Court further directed that the appellant therein/ Respondent No. 3 herein be impleaded in the captioned writ petition and all the parties be heard afresh by this Court.

16. Accordingly, this petition was thereafter listed again before this Court on 29.05.2025, on which date PLR Systems Private Limited was impleaded as Respondent No. 3 and the captioned writ petition was restored to its original number; and the parties were directed to complete the pleadings. In these facts, the matter has been heard afresh.

**Issue No. I: Whether the decision made by Respondent No. 2 in rejecting the technical bid of the Petitioner vide impugned letter dated 27.03.2025 was justified?**

*Facts relevant to this issue*

17. The subject tender was floated by Respondent No.2/CRPF for supply of 200 Nos. of Sniper rifles and 20,000 Nos. of ammunition. The technical specifications of the rifles and the ammunition are given in Appendix-4/GSQR<sup>8</sup>.

18. The tender at clause 27(iv) of its General Conditions envisages a field trial for the Sniper rifles proposed to be supplied by the bidders and for this purpose clause 27(v) of its General Conditions requires the bidders to deposit two (02) samples of the Sniper rifles along with 500 nos. of the ‘matching ammunition’ for evaluation during the trial. The stipulation of field trial of the Sniper rifles is also reflected in clause 13 of the Special Instructions enclosed as Schedule II of the tender. The relevant clause 27(iv) and (v) of the General Conditions of the tender read as under: -

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<sup>8</sup> General Staff Qualitative Requirements



27	<p><b><u>BIDDERS QUALIFYING/ELIGIBILITY &amp; EVALUATION CRITERIA AND METHOD OF EVALUATION</u></b></p> <p>...</p> <p>.....</p> <p>(iv) Similarly, STEC cum field trial will be required and to be done by an inter CAPF Board of Officers. Firm is required to submit its compliance certificate on each parameter of QR/TD with tender documents, brochure, literature along-with Undertaking Certificates for those parameters, which are mentioned in the QR/TDs.</p> <p>(v) 02 tender samples. of .338" Sniper rifles will be required along-with total 500 nos. matching ammunitions of Lapua magnum to be deposited for evaluation purpose during STEC-cum Field trials. All firms, who will technically qualify in the bid, will be given 80 days-time to deposit tender sample at CWS-II CRPF Pune for STEC cum field trial. STEC cum field trial will be required and will be conducted at CWS-II CRPF Pune. If any firms fail to submit tender sample or fails to send representative during field trial, Bid of the concerned firms will be treated as unresponsive.”</p>
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19. The Trial Directives for holding the field trials of the Sniper rifles proposed to be supplied by the bidders has been set out in the tender document as GSQR/Appendix-4.

20. Respondent No. 2 issued a letter dated 29.10.2024 to the Petitioner herein calling upon them to deposit the two (02) samples of the Sniper rifles along with 500 nos. of the ‘matching ammunition’. Similar letters were issued to Respondent Nos. 3 and 4. This was in conformity with clause 14 of the special instructions of the tender, which reads as under:



## **SCHEDULE-II**

### **SPECIAL INSTRUCTIONS**

14.	Tender Sample	:	02 tender samples of 0.338” Sniper Rifle will be required along with total 500 No matching ammunitions of Lapua magnum to be deposited for evaluation purpose during STEC-cum-Field Trials. All firms, who will technically qualify in the bill will be given 60 days-time to deposit of tender sample at CWS-II CRPF Pune for STEC-cum Field Trial after issue of End User Certificate to the Firms. <b>Firms are requested to submit their request for issuance of End User Certificate alongwith Bid documents, if Firms want to import the Tender Sample weapons/Ammunition/Accessories for STEC cum Field Trial.</b> If any firm fails to submit tender sample or fails to send representative during field trial, Bid of the concerned firms will be treated as unresponsive.
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21. Pursuant to the aforesaid letter, the Petitioner on 23.12.2024 submitted its two (02) Sniper rifles as well as 500 nos. of 0.338” Lapua Magnum Ball/Lock base ammunition. Similarly, Respondent Nos. 3 and 4 submitted two (2) Sniper rifles and 500 rounds of ‘matching ammunition’ to Respondent No. 2.

22. Respondent No. 2 has a Board of Officers [‘BOOs’], as its Standing Technical Evaluation Committee [‘STEC’] to conduct STEC-cum Field Trial of 0.338” sample Sniper rifles submitted by the bidders. The field trial was proposed to be conducted at Central Weapons Store-2, CRPF, Pune and all the three (3) bidders participated in this trial.



23. A pre-trial meeting of the BOOs and the bidders was held on 13.01.2025 to examine the Trial Directives for the field trials set out in Appendix-4/GSQR of the tender document. Since, there were some insufficiencies observed by the BOOs and the representatives of the bidders, a revised trial methodology was finalized for conducting the field trial. This trial procedure was accepted by all the bidders including the Petitioner herein. Furthermore, after the pre-trial meeting, the tender samples were opened in the presence of the respective firm representatives. Thereafter, the bidders including the Petitioner was granted a full day i.e., 14.01.2025 to familiarize with the shooting range and for zeroing their weapon at the range. The trial of the Sniper rifles was conducted from 15.01.2025 to 18.01.2025 and this included the tests for accuracy, zeroing and functionality parameters. Thereafter, Fair trial certificates were issued by all the three (3) bidders. The trial was covered through photographs and videography. The BOOs noted in the final proceedings of the trial that the bidders were informed about the trial methodology at each stage and no representation or complaint was received from representative(s) of any participating bidder regarding the trial methodology or the results. However, the BOOs reported that Sniper rifles provided by all the bidders fell short of desired parameters. The findings of the BOOs for the field trial conducted at Pune and their recommendations which have been duly recorded in minutes of the pre-trial meeting on 21.01.2025, read as under: -

**“11. Findings of the BOOs:**

- i. The entire trial was conducted strictly as per laid down procedure in accordance to approved QR/TDs and methodology adopted after detailed deliberations. The vendors were informed about trial methodology at each stage and no representation/complaint was received from representative of any participating firms regarding the



- trial methodology or the results and they signed Fair trial certificates during the STEC cum field trials.
- ii. **M/s ICOMM Tele Ltd Hyderabad:** The firm has fallen short of following parameters as per the QRs/TDs/ pre-trial methodology.  
QR Para no. 6: Accuracy Test as sniper rifle was not able to hit 9 out of 10 rounds from 1000 m at figure 11 target.
  - iii. **M/s PLR Systems Pvt Ltd, Bhind (M.P.):** The firm has fallen short of following parameters as per the QRs/TDs/ pre-trial methodology.  
QR Para no. 6: Accuracy Test as sniper rifle was not able to hit 9 out of 10 rounds from 1000 m at figure 11 target and the group was more than 1 MOA from 400 m on a 4x4 Target.
  - iv. **M/s Stumpp & Schuele Lewis Machine & Tools Pvt Ltd Bengaluru:** The firm has fallen short of following parameters as per the QRs/TDs/ pre-trial methodology.
    - a. QR Para no. 6: Accuracy Test as sniper rifle was not able to hit 9 out of 10 rounds from 800 m and 1000 m at figure 11 target.
    - b. QR Para no. 11 (b) (iii): The group was more than 1 MOA from 100 m after firing 25 rounds.

## 12. **Recommendations of BOOs:**

All participating firms were found short of desired parameters which have been reflected above in the findings. Hence Board Proceedings is submitted herewith for further necessary action.”

24. The Petitioner as well in its written submissions at paragraph no. 4 has summarized the performance of Sniper rifles of all the bidders at the Pune trial in a table, which reads as under: -

“ ..

January, 2025: In the test held in Pune, the performance was as follows:-

Accuracy	100m	400m	800m	1000m	Zeroing
PLR	Passed	Failed	Passed	Failed	Passed
ICOMM	Passed	Passed	Passed	Failed	Passed
Stumpp Schuele Lewis Machine tools --	Passed	<u>Passed</u>	Failed	Failed	Failed

..”

25. One of the fair trial certificates issued by the Petitioner for the trials held at Pune reads as under: -



### **“FAIR TRIAL CERTIFICATE**

It is certified that the trial of operation parameters were checked by B.O.O as per laid down procedure in accordance to approved GSQR and vendors were also informed about the trial methodology at each stage. All the stage of trial was conducted in fair manner & No vendors have any objection about the trial.

Date of Trial: - 15/01/2025

Trial conducted: - Operational parameter.”

26. As per record, all the bidders made a representation to Respondent No. 2 stating that a re-trial be held at another firing range. The Petitioner’s representation is dated 24.01.2025. In these facts, the Tender Processing Committee [‘TPC’] on 27.01.2025 directed conducting a re-test of firing (accuracy and zeroing) as per the Appendix-4/ GSQR with a revised trial methodology. The decision of the TPC set out at para 7(viii) by Respondent No. 2 in its counter affidavit reads as under: -

“viii. The Tender Processing Committee in its meeting dated 27.01.2025 came to the following conclusion:

- a) The Boards will conduct re-test of firing (Accuracy & Zeroring) as per the GSQR, and trial methodology may be revisited in the light of past precedence with mutual agreement of all participating vendors without compromising the quality of the weapon and operation requirement of the Answering Respondent;
- b) Considering the request of the firms, the firing range could be shifted to CRPF Academy, Kadarpur to conduct the firing test within two weeks therein;
- c) After the retrial, the STEC Board proceedings were to be put up before the next TPC in its meeting”

27. Respondent No. 2, accordingly, vide letter dated 03.02.2025 informed all the three (3) bidders that re-test of firing (accuracy and zeroing) of STEC-cum Field Trial of Sniper rifles is scheduled from 24.02.2025 to 26.02.2025 at CRPF firing range Kadarpur, Gurugram, Haryana.



28. A pre-trial meeting of the BOOs and the bidders was held on 24.02.2025 to discuss the methodology of firing (accuracy and zeroing) with representatives of the bidders. A mutually agreed trial methodology was finalized for conduct of re-test of firing (accuracy at 100 mts., 400 mts., 800 mts. and 1000 mts. as well as zeroing). The minutes of the pre-trial meeting records that this trial methodology was accepted by all the bidders including the Petitioner. The relevant extract of the minutes of the pre-trial meeting dated 24.02.2025 setting out revised trial methodology read as under: -

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'Appendix - B'

Minutes of the Pre-Trial Meetings

1. In pursuance to the DIG (Ord) Dte letter no. A.VII.5/2024-25-Ord-4 (Sniper Rifle-.338") dated 03/02/2025; vide which it was directed to conduct re-test of firing (Accuracy and zeroing parameters) as per GSQR and also revise the trial methodology in the light of past precedence with mutual agreement of all participating vendors without compromising the quality of the weapon and operational requirement of CRPF.
2. Accordingly, Board of Officers discussed the methodology of trial (Accuracy and zeroing parameter) with representatives of the participating firms on 24/02/2025 at GC CRPF Gurugram. After detailed deliberations with all the firms, following mutually agreed trial methodology is finalized for conduct of STEC trial for re-test of firing (Accuracy and zeroing parameter) of GSQR: -

S/No	Operational Parameters (Appx A to RFP)	Method of Evaluation/ Verification	Remark	CRPF User trial
<b>Operational Parameters</b>				
6	<u>Accuracy.</u>  Not more than 1 MoA (minute of Angle)	To be physically checked by BOOs.	Five (5) rounds will be fired from a fixed-mount at 100 meters at a 4x4 target.	Since Sniper Rifle is a long-range weapon so the testing methodology will be as under: - (i) The accuracy will be checked at 100m, 400m, 800m and 1000m. (ii) The group should not be more than 1 MoA at 100m and 400m on 4x4 target. Out of 5 round, 4 best shots will be taken for the grouping. (iii) At 800m, the sniper should hit 8 out of 10 rounds at a Modified fig-11 target.

<Rep of PLB>

<Rep of IComm>

<Rep of SCLMT>

<President of CRPF>





				<p>(iv) At 1000m, the sniper should hit 7 out of 10 rounds at a Modified fig-11 target.</p> <p>(v) Three attempts will be given at each range on progressive manner means if one firm is qualified in the first attempt then they will not get further attempts. But in case of failure maximum three attempts will be given for accuracy testing at each range.</p>
11	<p><b>Sighting System.</b></p> <p>(b) <b>Telescopic Sight.</b> The sniper rifle must be provided with a Telescopic Sight mountable on Pica-tinny Rails with following characteristics:</p> <p>(iii) <b>Zeroing.</b> The sight should have appropriate turret adjustment knobs for zeroing. Once zeroed, the zeroing of the sight should not get disturbed on subsequent firing (without dismounting the sight).</p>	<p>To be physically checked by BOOs at range by firing 25 rounds from it.</p>		<p><b>Zeroing</b></p> <p>After zeroing, 25 nos. round will be fired from Sniper Rifle and after that its zeroing will be again checked at 100 m range. Its zeroing should not get disturbed. The group should not be more than 1MoA.</p>

Notes

(i) All the firms are in agreement with the above-mentioned trial methodology and there is no representations and queries from their side.

(ii) Since CRPF Firing range is having max range of 940 meter only, no accuracy test at 1000m will be done from 940m.

*[Signature]*  
<Rep of Pk>

*[Signature]*  
<Rep of Tcomm>

*[Signature]*  
<Rep of SSLNT>

*[Signature]*  
<Provided Office>

29. The bidders including the Petitioner were granted a full day i.e., 24.02.2025 to familiarize with the shooting range and for zeroing their weapon at the range. The trial of the Sniper rifles was conducted from 25.02.2025 to 26.02.2025 and this included the tests for accuracy at 100 mts., 400 mts., 800 mts. and 1000 mts. as well as zeroing. Fair trial certificates were issued by all the three (3) bidders. The trial was covered through photographs and videography. The BOOs noted in the final proceedings of the trial that the bidders were informed about the trial methodology at each stage and no representation for complaint was received from representative of any participating bidder regarding the trial methodology or the results.



30. The BOOs reported that Sniper rifles provided by Respondent Nos. 3 and 4 passed the accuracy and zeroing test, whereas Petitioner's Sniper rifles failed to comply the accuracy test at 400 mts range. The findings of the BOOs for the field trial conducted at Kadarpur, Gurugram, Haryana and their recommendations which have been duly recorded in minutes on 26.02.2025, read as under: -

**"8. Findings of the BOOs: -**

- (i) All firms were given equal opportunity during the trials.
- (ii) The entire trial was conducted strictly as per laid down procedure in accordance to approved GSQR and methodology adopted after detailed deliberations. The vendors were informed about trial methodology at each stage and no representation/complaint was received from representative of any participating firms regarding the trial methodology or the results and they signed Fair trial - certificates during the STEC cum field trials.
- (iii) Two firms have passed the desired parameters of trials i.e. M/s ICOMM Tele Ltd Hyderabad and M/s PLR Systems Pvt Ltd, Bhind (M.P.) whereas M/s Stumpp & Schute Lewis Machine & Tools Pvt Ltd, Bengaluru has failed in the Accuracy test at 400 m.

**9. Recommendation of the BOOs: -**

After the trial, following is recommended: -

S/N	Details of the firm	Recommendations
1.	M/s ICOMM Tele Ltd Hyderabad	Complied as passed in accuracy and Zeroing.
2.	M/s PLR Systems Pvt Ltd, Bhind (M.P.)	Complied as passed in accuracy and Zeroing.
3.	M/s Stumpp & Schute Lewis Machine & Tools, Bengaluru	Not complied as failed in accuracy test at 400m.

..”




31. A fair trial certificate issued by the Petitioner for the trials held at Kadarapur, Gurugram, Haryana reads as under: -

**Fair Trial Certificate**

It is certified that the trial was conducted in a very fair and transparent manner and all the procedure was followed as per the norms of the pre-trial meeting. The all firm representatives were adequately briefed before each stage of trial and there is no objection of any type from any firms after completion of the trials.

Date – 26/02/2025

Place – CRPF Range, Kadarapur (Gurgaon)

  
( Gaurav Srivastava )  
**Name and detail of the Firm representative**  
M/S PLR Systems Pvt Ltd.  
Mob: 8800488056  
Lead/Head - Business Development

32. The Petitioner as well in its written submissions at paragraph no. 5 has summarized the performance of Sniper rifles of the bidders at the Kadarapur, Gurugram, Haryana trial in a table which reads as under: -

“..

25.02.2025 Another trial was held on 25<sup>th</sup> February, 2025 in Gurugram, where the performance of the 3 bidders is as follows:-

Accuracy	100m	400m	800m	1000m	Zeroing
PLR	Passed	Passed	Passed	Passed	Passed
ICOMM	Passed	Passed	Passed	Passed	Passed
Stumpp Schuele Lewis	Passed	<b><u>Failed</u></b>	Passed	Passed	Passed
Machine tools -					

..”



33. After the field trials were completed and results were known to the parties, the Petitioner submitted a letter dated 26.02.2025 to DGP, CRPF seeking disqualification of Respondent Nos. 3 and 4 for using HPBT ammunition in its Sniper rifles during trial in place of 0.338" Lapua Magnum Ball/Lock base ammunition in violation of the tender document. The Petitioner referred to the technical specifications for the rifle set out in Appendix-4/GSQR to substantiate its submissions. It was alleged that the use of HPBT ammunition had given undue advantage to Respondent Nos. 3 and 4. In this representation there was no challenge to the Petitioner's failing 400 mts. range accuracy test.

34. The Petitioner also by a separate representation addressed to DGP, CRPF requested for reconsideration for the results of 400 mts. range accuracy test. Respondent No. 2 in its counter affidavit has stated that this request was received by e-mail dated 07.03.2025. However, the Petitioner has pleaded in the captioned writ petition that this request was made vide separate letter dated 26.02.2025.

35. As per Respondent No. 2, the TPC in its meeting held on 26.03.2025 held that the Petitioner's rifle has failed to qualify the accuracy test at 400 mts. range; TPC rejected the Petitioner's representation dated 26.02.2025 and accepted the bids of Respondent Nos. 3 and 4. It is stated that the status of the tender was uploaded on the portal on 27.03.2025 and the status of the bids of each participating bidder was also duly uploaded.

36. In these facts, the impugned rejection letter dated 27.03.2025 was issued by Respondent No. 2 to the Petitioner, communicating that the Petitioner's tender has been rejected during technical evaluation; and this rejection has been impugned at prayer clause (a) of this petition.



*Submissions of the Petitioner qua Issue no. I*

37. In the petition, the only averment explaining the reasons for Petitioner's Sniper rifle failing the 400 mts. range accuracy test has been set out at paragraph 4(xxii) of the petition, which is substantially a summary of the reasons set out in its representation letter dated 26.02.2025, which was received by Respondent No. 2 through an e-mail on 07.03.2025. The relevant paragraph of this petition reads as under: -

“4. ...

(xxii) ...It was duly explained to the Respondent No.2 that the deviation at 400m was primarily due to adverse environmental conditions at the time of firing. The test was conducted post 12 noon when extreme mirage and unpredictable crosswinds significantly impacted accuracy. Mirage effects, caused by intense ground heating, create optical distortions that make precise aiming difficult, leading to a perceived shift in the point of aim. Additionally, crosswinds, particularly inconsistent gusts, can alter the projectile's trajectory thereby affecting group size. These factors, combined, played a crucial role in the marginal increase in group size.”

37.1. In addition, in its written submission<sup>9</sup>, the Petitioner raised an alternate submission that since in the first trial held at Pune, the Petitioner's Sniper rifle had passed the 400 mts. range accuracy test, Respondent No. 2 ought to have given benefit of the said result at this second trial held at Kadarpur, Gurugram, Haryana.

37.2. Learned senior counsel for the Petitioner stated during arguments that the Petitioner would also be satisfied if the Petitioner is granted an opportunity for a third re-test for all the tests (accuracy and zeroing) conducted at Kadarpur, Gurugram, Haryana. He stated that since the accuracy test also involves a human element (the Sniper) an additional opportunity be granted to the Petitioner to test its Sniper rifle again.

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<sup>9</sup> Paragraph (I) of the written submissions



*Submissions of Respondent Nos. 1 and 2 qua issue no. 1*

38. In reply, Mr. Jaitley, learned counsel for Respondent No. 2 stated that prior to trials, re-test for (accuracy and zeroing) was agreed by all the parties to be conducted on range of 100 mt., 400 mts., 800 mts. and 1000 mts. and zeroing. It was a condition of trial that the Sniper rifle had to satisfy all these tests at the same trial and all the bidders agreed to it. Thus, it was not permissible for any bidder to now post-facto rely upon the results of the Pune trial.

38.1. It was also explained that as per the trial methodology agreed before the field trial, three (3) attempts were given to the Sniper of each bidder at each range. It was stated that the Petitioner's Sniper as well was granted three (3) attempts at 400 mts. range for achieving the accuracy, however the Petitioner's Sniper failed in all three attempts. Thus, sufficient opportunity was granted to the Petitioner's Sniper during the field trial.

38.2. It was stated that the entire trial has been covered through photographs as well as videography and fair trial certificate has also been issued by all bidders including the Petitioner herein; and the failure of the Petitioner's Sniper rifle to achieve accuracy at 400 mts. range is the result of its own acts and omissions.

38.3. It was stated that Respondent No. 2 is not willing to conduct any further re-trial for Petitioner's rifles since sufficient opportunities have been granted to the Petitioner; and in fact, at the first trial held at Pune, the Petitioner not only failed the 400 mts. range but also failed the 1000 mts. range. It was stated that procurement under the tender is time sensitive and holding a fresh trial will delay the tender process.

38.4. It was stated that in the facts noted above, especially the detailed minutes of the BOOs of the pre-trial meeting(s) for the first trial held at Pune



and the second trial held at Kadarapur, Gurugram, Haryana shows that equal opportunity was granted to the Petitioner along with Respondent Nos. 3 and 4 at both the trials held at Pune and Gurugram, Haryana. The Petitioner has also not disputed executing the fair trial certificates for both the trials.

*Deliberation and decision on issue no. I*

39. The Petitioner has not disputed the minutes of the pre-trial meeting held on 24.02.2025 by BOOs for the second trial conducted at Kadarapur, Gurugram, Haryana on 25.02.2025 and 26.02.2025 and the results of the trial to the effect that Petitioner's Sniper rifles failed to comply the accuracy test at 400 mts. range during the trial.

**Human error and environment conditions**

40. In the considered opinion of this Court, the Petitioner's submission that its Sniper rifle's failure at the accuracy test for the 400 mts. range at the second trial held at Kadarapur, Gurugram, Haryana can be attributed as a human error and should therefore, entitle the Petitioner to a third trial cannot be a ground for challenging the rejection letter dated 27.03.2025.

The trial methodology agreed by all the bidders, mentioned at serial no. 6 of the minutes of the pre-trial meeting held at Kadarapur, Gurugram, Haryana sets out in detail the mode of checking accuracy of the Sniper rifles at the 400 mts. range. As per the said trial methodology, the Sniper in first attempt is allowed to fire five (5) rounds from a fixed-mount on a 4x4 target and the four (4) best shots are taken into consideration. The methodology agrees that if the Sniper fails to qualify in the first attempt [wherein the Sniper is allowed to fire five (5) rounds], the Sniper will be afforded two more attempts at the 400 mts. range in the same manner. Maximum three (3) attempts are permissible for each Sniper. In this case the Petitioner's Sniper was admittedly allowed three (3) attempts at 400 mts. range but he failed the



accuracy test. In the considered opinion of this Court the provision for three (3) attempts in the trial methodology sufficiently accommodates and provides for the possibility of human error or the variable factors set out by the Petitioner in its letter dated 26.02.2025.

41. As noted above the trial methodology was first agreed on 13.01.2025 at Pune and thereafter, the trial methodology was partially modified on 24.02.2025 at Kadarapur, Gurugram, Haryana. The trial methodology was discussed and settled after deliberations with all the representatives of bidders and by the BOOs. The sufficiency of the trial methodology providing the Sniper three (3) attempts is not in dispute. Thus, the submission of the Petitioner that it is entitled to a third trial on account of human error fails to persuade this Court as a ground for quashing rejection letter dated 27.03.2025.

42. Lastly, the Petitioner has issued a fair trial certificate on 26.02.2025 after the conclusion of the trials held at Kadarapur, Gurugram, Haryana. In view of the said certificate the Petitioner is estopped from raising the grounds set out in its letter dated 26.02.2025 for explaining the failure to meet the 400 mts. range.

**Non-consideration of the result of 400 mts. range at the Pune trial**

43. The submission of the Petitioner that the result of the 400 mts. range at the first trial in Pune has been wrongly ignored by Respondent No. 2 and by the TPC in its meeting dated 26.03.2025, is also without merit. The re-test at the second trial was held for accuracy and zeroing for 100 mts., 400 mts., 800 mts. and 1000 mts. The re-test was held in supersession of the results for 100 mts., 400 mts., 800 mts. and 1000 mts at the Pune trial. The bidders agreed to this methodology and understood that the Sniper rifle would have to pass all





the tests for these ranges at the second trial to be held at Kadarapur, Gurugram, Haryana.

44. In fact, it has come on record that since the Sniper rifle of all the three bidders had passed the 1200 mts. penetration cum effective range test at Pune trial; the result of 1200 mts. was accepted by the BOOs and carried forward; and all the three bidders unanimously agreed to this. However, it was decided that the results of the other ranges (i.e., 100 mts., 400 mts., 800 mts. and 1000 mts.), where the bidders may have succeeded in Pune trial were not carried forward and the Petitioner along with Respondent Nos. 3 and 4 agreed to this decision.

45. In these facts, this Court is of the considered opinion that the decision of the TPC in not considering the Petitioner's result in 400 mts. range accuracy test at the first trial held at Pune cannot be faulted, as it is in conformity with the decision taken by the BOOs prior to holding the trial at Kadarapur, Gurugram, Haryana. In fact, if Respondent No. 2 or the TPC would have taken into consideration the Petitioner's result of the Pune trial, it would have given a ground to Respondent Nos. 3 and 4 to challenge the decision since it would have been in deviation of trial methodology agreed prior to the trial.

**Petitioner's demand for a third trial**

46. This Court also finds merit in the submission of the Respondent No. 2 that it is not obliged under the tender to provide a third trial to the Petitioner. The Petitioner has not relied upon any provision of the tender document for seeking or expecting a third trial. The Petitioner has failed to show any legal right in its favour to entitle it to a third trial. Respondent Nos. 3 and 4 have opposed grant of a third trial to the Petitioner on the plea that the Petitioner stands disqualified due to the failure to meet the 400 mts. range. Respondent



No. 2, the tendering authority has submitted that holding a third trial will further delay the tender process and they are not inclined to hold a third trial for the Petitioner.

47. Respondent No. 2 has contended that though the re-test held at Kadarpur, Gurugram, Haryana was concluded in February 2025, the tender process has since come to standstill due to filing of this writ petition, which has remained pending since April, 2025. It has contended that the procurement is time sensitive and therefore granting a further re-test to the Petitioner would delay the tender process and act to their prejudice. Petitioner on the other hand has contended that the tender was issued on 24.09.2024 and therefore some more delay would not prejudice Respondent No. 2.

This Court is not persuaded with the submission of the Petitioner. Having concluded that there was no arbitrariness and unreasonableness in the 27.03.2025 decision of Respondent No. 2, this Court finds no merit in ordering a re-test for a third time as it would be a direction in equity and not on the merits of the case. In this regard, it would also be referred to a judgment of the Supreme Court in **Tata Motors** (supra), where the Court has cautioned that interference in the tender process leads to loss of time which has its impact on public resources. The relevant paragraph nos. 52 and 53 read as under: -

“52. Ordinarily, a writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out. **The court ordinarily should not interfere in matters relating to tender or contract. To set at naught the entire tender process at the stage when the contract is well underway, would not be in public interest. Initiating a fresh tender process at this stage may consume lot of time and also loss to the public exchequer to the tune of crores of rupees. The financial burden/implications on the public exchequer that the State may have to meet with if the Court directs issue of a fresh tender notice, should be**



**one of the guiding factors that the Court should keep in mind.** This is evident from a three-Judge Bench decision of this Court in *Assn. of Registration Plates v. Union of India* [*Assn. of Registration Plates v. Union of India*, (2005) 1 SCC 679] .

**53.** The law relating to award of contract by the State and public sector corporations was reviewed in *Air India Ltd. v. Cochin International Airport Ltd.* [*Air India Ltd. v. Cochin International Airport Ltd.*, (2000) 2 SCC 617] and it was held that the award of a contract, whether by a private party or by a State, is essentially a commercial transaction. It can choose its own method to arrive at a decision and it is free to grant any relaxation for bona fide reasons, if the tender conditions permit such a relaxation. It was further held that 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 powers 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 interfere.”

(Emphasis Supplied)

48. In these facts, this Court in its writ jurisdiction while examining the reasonableness of the action of Respondent No. 2 finds no ground to direct Respondent No. 2 to hold a third trial. This Court is not persuaded to hold that Respondent No. 2’s decision to not grant a third trial is arbitrary or capricious. Moreover, in view of the fact that a fair trial was granted to the Petitioner for its Sniper rifle at the trials held at Pune and Kadarapur, Gurugram, Haryana, no ground is made out for a third trial. If the request for third trial is acceded to and the Petitioner fails on some range test at the third trial, the Petitioner may approach Respondent No. 2 again for a fourth trial, making the process endless. There is, thus, no reason for the Court to hold that the two field trials were not sufficient.



**Petitioner's demand for re-test of all the bidders on basis of the Order dated 08.04.2025 passed by the predecessor bench of this Court**

49. The Petitioner contended that this Court ought to reiterate the direction for re-test for all the bidders issued on 08.04.2025, as it is fair and reasonable. It is stated that Respondent Nos. 2 and 3 had accepted the said direction and referred to the letter dated 22.04.2025 (issued by Respondent No. 2) and letter dated 16.05.2025 (issued by Respondent No. 3). Respondent Nos. 2 and 3 have opposed the said submissions and stated that the letters dated 22.04.2025 and 16.05.2025 were issued in compliance with this Court's order dated 08.04.2025 and with the setting aside of the said order by the Supreme Court vide order dated 23.05.2025, the Petitioner is estopped from relying upon the same. Respondents also contended that this very contention was raised by the Petitioner before the Supreme Court on 23.05.2025 and had not found favour. In the considered opinion of this Court, the submissions of the Respondents are correct and the intent of the order of the Supreme Court dated 23.05.2025 is that the matter has to be heard afresh on its merits and the order dated 08.04.2025 and the subsequent letters cannot act as estoppel against the Respondents.

50. In view of the aforesaid, Issue no. 1 is accordingly decided against the Petitioner herein.

**Issue No. II: Whether use of Hollow Point Boat Tail/HPBT ammunition by Respondent Nos. 3 and 4 during field trials of the Sniper Rifles, is in violation of the Tender Conditions?**

**Issue No. III: Whether the use of HPBT ammunition by Respondent Nos. 3 and 4 gave them an undue advantage in during field trials of the Sniper rifles over the Petitioner who used the ammunition having Ball/Lock base variant?**



*Facts relevant to this issue*

51. The facts arising for consideration for deciding issue nos. II and III have no bearing on the disqualification of the Petitioner which has been decided and upheld under issue no. I.

52. The Petitioner has challenged the qualification of Respondent Nos. 3 and 4 in the petition on the ground that they were permitted by Respondent No. 2 and BOOs to use HPBT ammunition during the field trials of their respective Sniper rifles, whereas under the tender the bidder is supposed to supply 20,000 (Qty.) of specified Ball/Lock base ammunition. The Petitioner contended that, therefore, the sample Sniper rifles of Respondent Nos. 3 and 4 ought to have been tested with the Ball/Lock base ammunition only and on this plea has sought setting aside of the results whereby Respondent Nos. 3 and 4 have been qualified for the technical bid.

53. It is trite law that a bidder who has been disqualified has no locus standi to question the qualification of the other bidders. In this regard it would be relevant to refer to the judgment of the Supreme Court in **Tata Motors Limited v. Brihan Mumbai Electric Supply and Transport Undertaking (BEST) and Others**<sup>10</sup>.

“49. ...However, we are of the view that the High Court having once declared TATA Motors as “non-responsive” and having stood disqualified from the Tender process should not have entered into the fray of investigating into the decision of BEST to declare EVEY as the eligible bidder. We are saying so because the High Court was not exercising its writ jurisdiction in public interest. The High Court looked into a petition filed by a party trying to assert its own rights. As held by this Court in *Raunaq International [Raunaq International Ltd. v. I.V.R. Construction Ltd., (1999) 1 SCC 492]* that grant of judicial relief at the instance of a party which does not fulfil the requisite criteria is something which could be termed as misplaced. In *Raunaq International* (supra) this Court observed as under:

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<sup>10</sup> 2023 SCC OnLine SC 671



“27. In the present case, however, the relaxation was permissible under the terms of the tender. The relaxation which the Board has granted to M/s Raunaq International Ltd. is on valid principles looking at the expertise of the tenderer and his past experience although it does not exactly tally with the prescribed criteria. **What is more relevant, M/s I.V.R. Construction Ltd. who have challenged this award of tender themselves do not fulfil the requisite criteria. They do not possess the prescribed experience qualification. Therefore, any judicial relief at the instance of a party which does not fulfil the requisite criteria seems to be misplaced.** Even if the criteria can be relaxed both for M/s Raunaq International Ltd. and M/s I.V.R. Construction Ltd., it is clear that the offer of M/s Raunaq International Ltd. is lower and it is on this ground that the Board has accepted the offer of M/s Raunaq International Ltd. We fail to see how the award of tender can be stayed at the instance of a party which does not fulfil the requisite criteria itself and whose offer is higher than the offer which has been accepted. It is also obvious that by stopping the performance of the contract so awarded, there is a major detriment to the public because the construction of two thermal power units, each of 210 MW, is held up on account of this dispute. Shortages of power have become notorious. They also seriously affect industrial development and the resulting job opportunities for a large number of people. In the present case, there is no overwhelming public interest in stopping the project. There is no allegation whatsoever of any mala fides or collateral reasons for granting the contract to M/s Raunaq International Ltd.”

(Emphasis Supplied)

54. The Petitioner, Respondent No. 3 and Respondent No. 4 emerged as the three bidders, who were invited by Respondent No. 2 to participate in the field trials of their Sniper rifles. The facts leading to the holding of the first field trial at Pune and second field trial at Kadarapur, Gurugram, Haryana have also been taken note of.

55. It is a matter of record that Respondent Nos. 3 and 4 during the field trials for the Sniper rifles held at Pune on 15.01.2025 to 18.01.2025 used HPBT ammunition. The Petitioner was aware of this fact and raised no objection to the use of HPBT ammunition by Respondent Nos. 3 and 4. The trials of all the bidders were held simultaneously in the presence of each other



and at the conclusion of the trials, the Petitioner issued a fair trial certificate. It is admitted that the Petitioner raised no objection to use of HPBT ammunition by Respondent Nos. 3 and 4 during the trials held at Pune. In this regard, it would be relevant to refer to the representation dated 24.01.2025 issued by the Petitioner to Respondent No. 2 post Pune trial, seeking reconducting of trials. In this representation while making submissions about the field trials held at Pune, the Petitioner raised some objections to the trials to explain the failure of its rifle at 800 mts. and 1000 mts. range; however, no objection was raised to the use of HPBT ammunition by Respondent Nos. 3 and 4.

56. In fact, the results of 1200 mts. range trial of the Sniper rifles held at Pune was accepted by all the bidders including the Petitioner as binding on them; prior to commencement of the second field trial held at Kadarapur, Gurugram, Haryana.

57. Since at the Pune trial, rifles of all bidders were found short of desired parameters, at joint request of the bidders, Respondent No. 2 proposed a re-test of the rifles for accuracy and zeroing.

58. The re-test of the Sniper rifles was held between 24.02.2025 to 26.02.2025 at Kadarapur, Gurugram, Haryana. A pre-trial meeting was held on 24.02.2025 between the BOOs and the bidders. The Trial Directives were modified with the consent of the parties. Prior to the re-test, all bidders agreed that results of 1200 mts. range of the Sniper rifles held at Pune, in which all bidders had succeeded will be carried forward. Thus, the BOOs and bidders agreed that accuracy test will be carried out for 100 mts., 400 mts., 800 mts. and 1000 mts. range as well as zeroing. The Petitioner was aware that Respondent Nos. 3 and 4 were proposing to use HPBT ammunition at the trial, however, no objection was raised by the Petitioner at that stage as well.



59. In this background, the field trials of all the three bidders were held simultaneously on 25.02.2025 and 26.02.2025 in the presence of each other. The Petitioner was aware that Respondent Nos. 3 and 4 have used HPBT ammunition at trial and no objection was raised. Furthermore, at the conclusion of the trial, Petitioner issued a fair trial certificate evidencing grant of equal opportunity to all bidders/Snipers.

60. The results of the re-test trial were known to all the bidders on 26.02.2025 itself. Petitioner's rifle had cleared the accuracy test at range of 100 mts., 800 mts and 1000 mts. as well as zeroing but it had failed the accuracy test at 400 mts. range. Respondent Nos. 3 and 4 had succeeded in the accuracy test for all ranges as well as zeroing.

61. It is at this stage for the first time that the Petitioner by its letter dated 26.02.2025 addressed to Respondent No. 2 raised objection to the use of HPBT ammunition by Respondent Nos. 3 and 4. The Petitioner contended that all the bidders should have used 0.338" Lapua Magnum Ball ammunition as per the specifications of Appendix-4/GSQR. The Petitioner also met with DG, CRPF on 07.03.2025. It is the contention of the Petitioner that since under the tender, separate from the rifles there is also a requisition for 20,000 Nos. of ammunition and the specification of the ammunition are provided in the Appendix-4/GSQR, the proposed Sniper rifle must be tested only with the said ammunition.

*Submission of Petitioner qua issue no. II and III*

62. The Petitioner has relied upon clauses 1, 5 and 13 of the Special Instructions [Schedule II] of the Tender document. The Petitioner has relied upon the technical specifications of the Sniper rifle and the ammunition respectively, to be procured under the tender at Appendix-4/GSQR. The Petitioner has also referred to serial no. 3 of the Trial Directives for the Sniper





rifle vis-à-vis nomenclature of the ammunition, stipulated under Appendix-4/GSQR. The nomenclature of the ammunition to be procured in the GSQR is as under: -

“Correct nomenclature of ammunition- 0.338" Lapua Magnum (8.6x70mm) B-408, 16.2g/250gr Lock base.”

The relevant extract of the technical specification stipulated under Appendix-4/GSQR of the Sniper rifle vis-à-vis the ammunition is as under: -

**“TECHNICAL SPECIFICATION (GSQR)**

**(Appendix A of Army RFP no. File 75961/Sniper Rif (.338)/GS/CD/RFP cell)**

**Operational Parameters**

- 1) **Caliber-** The Sniper Rifle should have 0.338 inch (8.6mm) caliber.
- 2) **Effective Range-** Not less than 1200 mtrs.
- 3) **Ammunition-** The Sniper should fire 0.338 Lapua Mangum Ball ammunition.”

***Submission of Respondents qua issue no. II and III***

63. Mr. Jaitley, learned counsel for Respondent No. 2 during his submissions stated that there is no doubt that the 20,000 (Qty.) ammunition to be procured in this tender has to comply with the GSQR specifications set out in Appendix-4 of the Tender document. He stated that, however, for the purposes of testing the Sniper rifle which is the subject matter of procurement, the use of ‘matching ammunition’ by the bidder at the field trial is specifically contemplated in the tender. In this regard, he relied upon (a) clause 27(v) of the General Conditions of the of tender; (b) the remarks entered against serial no. 3 of the Trial Directives for the Sniper rifle in the Appendix-4/GSQR; and (c) clause 14 of the Special Instructions [Schedule-II] requiring the bidders to make available two (02) tender samples of the Sniper rifles along with 500 nos. of ‘matching ammunitions’ for evaluation. The relevant extract of (a), (b) and (c) reads as under:



(a)

27	<p><b><u>BIDDERS QUALIFYING/ELIGIBILITY &amp; EVALUATION CRITERIA AND METHOD OF EVALUATION</u></b></p> <p>...</p> <p>(v) <u>02 tender samples. of .338" Sniper rifles will be required along-with total 500 nos. matching ammunitions of Lapua magnum to be deposited for evaluation purpose during STEC-cum Field trials.</u> All firms, who will technically qualify in the bid, will be given 80 days-time to deposit tender sample at CWS-II CRPF Pune for STEC cum field trial. STEC cum field trial will be required and will be conducted at CWS-II CRPF Pune. If any firms fail to submit tender sample or fails to send representative during field trial, Bid of the concerned firms will be treated as unresponsive.”</p>
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(b)

S/No.	Operational Parameters (Appx. A to RFP)	Method of Evaluation Verification	Remark
3	<b><u>Ammunition.</u></b> The Sniper should fire 0.338” Lapua Mangum ammunition.	To be physically checked by BOOs.	<u>OEM to provide specification of the compatible Ammunition.</u>

(c)

14.	Tender Sample	:	<p><u>02 tender samples of 0.338” Sniper Rifle will be required along with total 500 No matching ammunitions of Lapua magnum to be deposited for evaluation purpose during STEC-cum-Field Trials.</u> All firms, who will technically qualify in the bill will be given 60 days-time to deposit of tender sample at CWS-II CRPF Pune for STEC-cum Field Trial after issue of End User Certificate to the Firms. <b>Firms are requested to submit their request for issuance of End User Certificate alongwith Bid documents, if Firms want to import</b></p>
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		<b>the Tender Sample weapons/Ammunition/Accessories for STEC cum Field Trial.</b> If any firm fails to submit tender sample or fails to send representative during field trial, Bid of the concerned firms will be treated as unresponsive.
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(Emphasis Supplied)

63.1. He stated that as is evident from the Appendix-4/GSQR of the Tender document, this GSQR was lifted (borrowed) from a tender (RFP No. File 75961/Sniper Rif.) issued by the Ministry of Defence ('MoD') for procurement of a similar 0.338" Sniper rifles. He stated that the Petitioner herein also participated in the said tender issued by MoD and during the pre-bid queries dated 21.12.2022 of the said tender, it was clarified by the MoD that all the bidders are free to use any ammunition matching the caliber of the weapon; and the trial is not restricted to Full Metal Jacket Ammunition (i.e., Lapua Magnum).

The pre-bid queries have been placed on record and Respondent No. 2 has relied upon the response to queries of the bidders at serial nos. 4, 8 and 13. It is stated that the Petitioner herein was, thus, aware that there are no restrictions on the use of 'matching ammunition' by the bidders for trial and there was no stipulation that the ammunition to be used during the field trial has to be Lapua Magnum Ball/Lock base ammunition; and it is for this reason no objection was raised by the Petitioner during the first trial held at Pune and even during the second trial at Kadarapur, Gurugram, Haryana. The relevant response of the pre-bid queries issued on 21.12.2022 and relied upon by the Respondent No. 2 are as under: -



**Appendix**  
(Refer ADG Acq Tech Additional Director General  
Acquisition Technical (Army) letter No  
20090/338SR/TM(LS)/Inf dated Nov 2022)

**RESPONSE TO PRE-BID QUERIES ON RFP : PROCUREMENT OF QTY 4,849 OF .338 SNIPER RIFLES WITH ACCESSORIES AND  
78,41,575 ROUNDS OF .338 LAPUA MAGNUM AMMUNITION**

Ser No	RFP Reference	Question / Query	Response
<b>Defind Enterprises Private Limited</b>			
4.	-	Nomenclature – 0.338LM (8.6x70mm) B-408, 16.2/250 Gr Lock Base  B408 Lock Base is a cartridge made only by Lapua, Finland. A product name of a manufacturer cannot be used as a nomenclature.	Refer Para 3 of Appendix A of the RFP. No name of ammunition has been stipulated in the Operational Characteristics and Features. The nomenclature of ammunition is same as given in the RFP. The vendor is in no way restricted from supplying any ammunition certified for use with the Sniper Rifles being fielded in the case.
8.	-	Type of Bullet – Not specified  Please confirm if we can offer either FMJ cartridge or OTM. The OTM is more accurate at long ranges and more suited for precision weapons specially the long range Snipers.	Refer Appendix A of the RFP. Type of bullet has not been specified. Vendor may offer any bullet which meets the requirements given at Appendix A.
<b>Jai Armaments Limited</b>			
13.	Page No 36, Annexure IV to Appendix 'D' (Guidelines for Formulation of Draft ATP for .338 Lapua Magnum Amn) Para 1(a)	Correct Nomenclature of ammunition – 0.338 Lapua Magnum (8.6x70mm) B-408, 16.2/250 Gr Lock Base  B-408 Lock Base is a cartridge made only by Lapua, Finland. A product name of a manufacturer restricts us to source the ammunition from one vendor only. Nomenclature should be generic and allowing us to participate with ammunition certified for use with the Sniper Rifle being fielded for the program. Moreover the round selected is a Full Metal Jacket ((FMJ) cartridge and is not the best fit for the rifle being fielded by us for the program. We would prefer an Open Tip Match (OTM) round instead of FMJ as OTM is much more accurate especially over long distances.	The referred document pertains to Guidelines for formulation of draft ATP. Draft ATP is required to be submitted by the vendor. The nomenclature of ammunition is same as given in the RFP. The vendor is in no way restricted from supplying any ammunition certified for use with the Sniper Rifles being fielded in the case.

63.2. He stated that the technical specification of the Sniper rifle under procurement is 0.338” caliber and the rifle is capable of firing all 0.338” ammunition including the ammunition is the subject matter of procurement. He stated that Lock base ammunition (used by the Petitioner during field trials) and HPBT ammunition (used by Respondent Nos. 3 and 4 during field trials) are only a type of bullet, both compatible with 0.338” caliber rifle.

63.3. He stated that, however, the subject matter of procurement under the tender vis-à-vis ammunition is indeed .338” Lapua Magnum (250 gr.), which is a patented ammunition of Nammo Lapua Oy. Finland, which is considered as a gold standard in ammunition. He further stated that trial of this



ammunition is not contemplated at the field trial stage and its inspection is contemplated at the final delivery stage. He stated that the use of the said Lapua Magnum ammunition during trials was not mandatory and the bidders had the liberty to use 'matching ammunition' or 'compatible ammunition' during field trials. To substantiate this Respondent No. 2 relied upon clauses 13 and 15 (iii) of the Special Instructions [Schedule-II] in the Tender document to contend that the field trial had to be of the weapon i.e., the Sniper rifle and not the ammunition. Clauses 13 and 15 (iii) of the Special Instruction [Schedule-II] reads as under: -

#### **SCHEDULE-II**

##### **SPECIAL INSTRUCTIONS**

13.	STEC cum Field Trial	:	i) STEC cum field trial will be conducted by an inter CAPF Board of Officers at CWS-II CRPF Pune. During STEC, weapons will be evaluated as per the approved GSQR attached with the tender. ii) Firm is required to submit its compliance on each parameter of QR/TD with tender documents along with Undertaking Certificates for those parameters, which are mentioned in the QR/TDs.
..	.....		.....
15.	Mode of Inspection		..... iii) Ammunition is a part of the final delivery. Hence it is not checked during STEC stage. However, ammunition will be checked during JRI by DGQA. The seller will bear the cost of DGQA inspection.

63.4. He stated that the BOOs, which is the body of experts is satisfied that the use of HPBT ammunition instead of Lapua Magnum Ball/Lock base ammunition by Respondent Nos. 3 and 4 during the field trial has no bearing on the results of accuracy and zeroing of the Sniper rifles. He stated that as per



the BOOs the rifles would perform equally well with both types of ammunition. He stated that in a situation where Respondent No. 2 decides not to continue with use of Lapua Magnum ammunition, even then these Sniper rifles can be used independently with the ‘matching ammunition’. He stated, therefore, that the emphasis by the Petitioner on the technical specifications of the ammunition under procurement is misplaced and has no bearing on the technical evaluation of the Sniper rifles to be procured under the subject tender. He stated that the procurement of Sniper rifles is independent of the ammunition.

64. He stated that the use of HPBT ammunition by Respondent Nos. 3 and 4 during field trials did not give any unfair advantage to the said bidders over the Petitioner who used Ball/Lock base ammunition. In this regard, Respondent No. 2 in its written submissions has compared the ballistic coefficients of the ammunitions used by the Petitioner as well as Respondent Nos. 3 and 4 to contend that the difference in the accuracy of these ammunitions is marginal and does not justify the Petitioner’s rifle’s failure of the accuracy test at 400 mts. range. The relevant portion of Respondent Nos. 1 and 2’s written submission at paragraph nos. 10 and 11 reads as under:-

“10. It is respectfully submitted that, as claimed by the Petitioner herein that the hollow point bullet has a higher ballistic coefficient is misconceived. It is respectfully submitted that G1 and G7 are two methods to calculate the Ballistic Coefficient of Bullets. The Ballistic Coefficient as provided by the manufacturer [PDF 825-841] of the two different types of Ammunition is reproduced herein below:

<u>Name of the Firm</u>	<u>Name of the Ammunition</u>	<u>Ballistic Coefficient G1</u>	<u>Ballistic Coefficient G7</u>
<u>SSLMT</u>	.338 250 gr Lock Base	0.625	0.310
<u>PLR</u>	.338 HPBT Sierra Matchking	0.587	0.314
<u>ICCOM</u>	.338 250 gr OTM Scenar	0.648	0.322



11. It is respectfully submitted that as evident from the above table, the difference in G7 is only .004 between the ammunition used by SSLMT and PLR, and as a matter of fact, will not provide any remarkable advantage to any firm over others in terms of accuracy. Further, as a matter of technical principle, higher G7 may provide some advantage to a bullet but only in longer ranges. In the present case the Petitioner has failed the 400-meter accuracy test, wherein a minute difference in G7 will not provide any advantage whatsoever.”

65. Mr. Dharendra Verma, Commandant Ordinance CRPF Directorate, who was present in Court and identified by the learned counsel for the Respondent No. 2 as an expert, submitted before this Court that a 0.338” Sniper rifle can shoot all 0.338” ammunitions and its accuracy can be tested with matching ammunition. He stated it is not necessary that the rifle’s accuracy should be tested only with 0.338” Lapua Magna Ball/Lock base ammunition.

*Deliberation and decision on issue no. II and III*

66. In the facts of this case, as is apparent from the record the Sniper rifles of Respondent Nos. 3 and 4 have been approved by the BOOs during the technical evaluation and the rifles have passed the accuracy and zeroing test. The BOOs comprise of member of different armed forces and the Petitioner does not dispute the competence of the BOOs. The technical evaluation has been carried out by the BOOs, who are experts and it is trite law that in writ jurisdiction while examining tender matters, the Court does not interfere in the technical evaluation unless arbitrariness or unreasonableness or mala fide on the part of the tendering authority is alleged.

67. In the considered opinion of this Court, the Petitioner has been unable to show any arbitrariness or unreasonableness or malafide on the part of the tendering authority i.e., Respondent No. 2 in this matter. The bidding process



began on 06.10.2024 and the tendering authority by its letter dated 29.10.2024 called upon the bidders to deposit their rifle samples along with 'matching ammunition' and scheduled the first trial at Pune. The Respondent Nos. 3 and 4 used 'matching ammunition' and not Lapua Magna ammunition during the trials, which was known to the Petitioner. The Petitioner did not raise any objection and in fact even accepted the results of the 1200 mts. range accuracy trial held at Pune, which was declared in favour of all the three bidders. The Petitioner also issued a fair trial certificate for the Pune trials.

Thereafter, during the re-test of the Sniper rifles at Kadarapur, Gurugram, Haryana the three (3) bidders once again participated with their respective rifles and ammunition; and to the knowledge of the Petitioner, Respondent Nos. 3 and 4 used 'matching ammunition' and not Lapua Magna ammunition. Petitioner once again raised no objection to the use of 'matching ammunition' by Respondent Nos. 3 and 4 and in fact issued a fair trial certificate for the Kadarapur, Gurugram, Haryana trials. It was only when on 26.02.2025, the Petitioner's Sniper rifle failed the 400 mts. range accuracy test that the Petitioner for the first time raised the dispute about the use of HPBT ammunition by Respondent Nos. 3 and 4 during the field trials.

68. In the considered opinion of this Court, this objection raised by the Petitioner after the completion of field trials on 26.02.2025 is an afterthought and a red herring so as to enable the Petitioner to seek a third trial. The reason this Court finds this to be a red herring is because during the arguments, the Petitioner conceded that the Petitioner would be satisfied if the Petitioner alone is granted a third trial without interfering in the qualification of Respondent Nos. 3 and 4. It is, thus, apparent that the objection to use of HPBT ammunition by Respondent Nos. 3 and 4 is being used by the





Petitioner only to seek its re-test and even the Petitioner is aware that the use of HPBT ammunition during the field trials does not affect the results of the accuracy and zeroing test. As noted above, post the first trial held at Pune, where all the three (3) bidders passed the 1200 mts. range accuracy trial, the result was accepted and carried forward for the Kadarapur, Gurugram, Haryana trial. The Petitioner has not disputed the said results, which was based on HPBT ammunition.

69. In the present case, the tendering authority has interpreted the terms of the tender including the Trial Directives to permit use of ‘matching ammunition’ by the bidders during field trials. The Petitioner after participating in the field trials is now seeking to post facto contest the terms on which Respondent Nos. 3 and 4 were permitted to participate. It is trite law that a bidder after having participated in the tender cannot challenge the implementation of the terms of the tender just because it has resulted in his disqualification. In this regard it would be relevant to refer to judgment of Supreme Court in **Ramesh Chandra Shah v. Anil Joshi**<sup>11</sup>.

“18. It is settled law that a person who consciously takes part in the process of selection cannot, thereafter, turn around and question the method of selection and its outcome.”

70. The recorded proceedings prepared by BOOs of the field trials show that the tender samples submitted by the parties were opened in the presence of all the bidders. The Petitioner, however, raised no objection to the use of HPBT ammunition by Respondent Nos. 3 and 4. The Petitioner herein permitted the field trials to continue and it is only after the technical evaluation was complete on 26.02.2025 that the Petitioner herein belatedly

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<sup>11</sup> (2013) 11 SCC 309



raised objections to the ammunition used by Respondent Nos. 3 and 4 for the trial of their rifles.

In similar facts, a coordinate Bench of this Court in **C&S Electric Ltd. v. Union of India**<sup>12</sup>, which was also a matter pertaining to procurement of upgradation of guns held that after a petitioner/bidder has participated in the technical trials and has not raised any objection to the samples produced by other bidders, then post technical evaluation such a petitioner/bidder is estopped from raising any objections to the sample guns submitted by the other bidders and therefore cannot maintain any challenge to the evaluation. The relevant paragraph 21.3 reads as under: -

“21.3 It is apparent from the above that the petitioner had consented for holding of confirmatory trials after all the shortlisted vendors had an opportunity to rectify the guns in respect of the observations made by the Technical Evaluation Teams. Accordingly, confirmatory technical trials were carried out and the guns fielded by all the shortlisted vendors were found to be compliant. In view of the fact that the petitioner had given its no objection for rectification of the observations made in the earlier technical trials and selection on the basis of comparative merit thereafter, it is now no longer open for the petitioner to make a grievance of any defect that may have been pointed out in respect of the guns fielded by respondents nos. 3 and 4 during the initial trials. The procedure adopted by respondents nos. 1 and 2 was neither unfair to the petitioner nor can be stated to be arbitrary or unreasonable in the given facts. The petitioner in any event cannot agitate the point of respondents nos. 3 & 4 failing to pass the EMI/EMC trials conducted earlier, in view of the fact that confirmatory trials were agreed to by all the three shortlisted vendors and, indisputably, the guns fielded by respondent no. 3 have been found compliant in the confirmatory technical trials.”

(Emphasis supplied)

71. The principal contention of the Petitioner is that since the subject matter of procurement is both the Sniper rifle and the ammunition, the sample Sniper rifle's performance should be tested with the ammunition, which is sought to be procured. Respondent No. 2 on the other hand has contended that

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<sup>12</sup> 2013 SCC OnLine Del 5130



procurement of Sniper rifles and the ammunition are two (2) separate and independent procurement, without being interdependent. Respondent No. 2 has contended that procurement is intended for Sniper rifles of standard 0.338” bore, which are designed to fire all standard 0.338” ammunition and not limited to Lapua Magnum Ball/Lock base ammunition. Respondent No. 2 has relied upon the opinion of its experts. Respondent No. 2 has contended that the terms of the tender conditions intended the use of ‘matching ammunition’ by the bidders during trials of the Sniper rifles and it was not intended that the ammunition should be limited to the use Lapua Magnum Ball/Lock base ammunition. In response, Petitioner has been unable to rebut this submission of Respondent No. 2 that the rifles of each of the bidders is capable of firing all standard 0.338” ammunition. The Petitioner was also unable to substantiate its plea that Sniper rifle’s performance on accuracy and zeroing can vary depending upon the use of the type of ammunition. In the considered opinion of this Court, the Petitioner’s participation without any objection to use of HPBT ammunition by the other bidders [Respondent Nos. 3 and 4] at the first trial at Pune and second trial at Kadarapur, Gurugram, Haryana lends credence to the submissions of Respondent No. 2.

72. It is a well-established legal principle that interference by the Court in matters relating to tender has to be minimal and to be exercised only if the Court finds that the decision of the tendering authority is arbitrary or whimsical or unreasonable. In addition, it is trite law that the writ Court takes into consideration the interpretation of the terms of the tender documents offered by its author. In this case, the Petitioner also did not dispute that MoD in its reply to pre-bid queries in the identical tender<sup>13</sup> had clarified in

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<sup>13</sup> RFP No. File 75961/Sniper Rif.



December 2022 (much prior to this tender) that the bidders are free to use ‘matching ammunition’ and the Petitioner who is a participant in MoD tender was well aware of this fact. In fact, possibly for this reason he never objected during the first trial at Pune and re-test at Kadarapur, Gurugram, Haryana to the use of ‘matching ammunition’.

73. In the considered opinion of this Court, the interpretation of Respondent No. 2 permitting the bidders to use the ‘matching ammunition’ during trials without insisting on the use of 0.338” Lapua Magna Ball/Lock base ammunition, on the basis of opinion, received by it from its experts does not merit any interference. Clause 27 (v) of the General Conditions of tender, remarks in Trial Directive at Serial no. 3 in Appendix 4/GSQR and clause 14 of the special instructions to the tender use the phrase ‘matching ammunition’ and the interpretation given by Respondent No. 2 is not implausible so as to merit interference. It would be relevant to refer a judgment of the Supreme Court in **Agmatel India (P) Ltd. v. Resoursys Telecom**<sup>14</sup>, wherein the Court reiterated that the author of the tender is to be accepted as the best person to understand and appreciate its requirement. The relevant portion reads as under: -

“26. The abovementioned statements of law make it amply clear that the author of the tender document is taken to be the best person to understand and appreciate its requirements; and if its interpretation is manifestly in consonance with the language of the tender document or subserving the purchase of the tender, the Court would prefer to keep restraint. Further to that, the technical evaluation or comparison by the Court is impermissible; and even if the interpretation given to the tender document by the person inviting offers is not as such acceptable to the constitutional court, that, by itself, would not be a reason for interfering with the interpretation given.

30. It has also rightly been pointed out by the appellants, with reference to the decision in *Afcons Infrastructure [Afcons Infrastructure Ltd. v. Nagpur*

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<sup>14</sup> (2022) 5 SCC 362



*Metro Rail Corpn. Ltd.*, (2016) 16 SCC 818] (as extracted in the quotation hereinabove), that an interpretation by owner or employer of a project to the tender document may not be acceptable to the constitutional courts but that, by itself, would not be a reason for interfering with the interpretation given. In the aforesaid view of matter, the long-drawn exercise by the High Court on the dictionary meaning of the words and on semantics, in our view, had been entirely unnecessary.”

(Emphasis Supplied)

74. The Petitioner has relied upon the judgments of Supreme Court in **Poddar Steel Corporation** (supra) and **Bakshi Security and Personnel Services** (supra) to contend that the essential conditions of the tender have to be strictly complied with and Respondent No. 2 fell in error by permitting Respondent Nos. 3 and 4 to use HPBT Ammunition during field trials. In view of the finding of this Court that the interpretation given by Respondent No. 2 to the phrase ‘matching ammunition’ for testing the Sniper rifles during trials in the tender conditions is plausible and there is no violation of the tender conditions, the aforesaid judgments are not applicable in the facts of this case.

75. The Supreme Court in its judgment **Jagdish Mandal v. State of Orissa**<sup>15</sup>, has stated that principles of equity stay at a distance in tender matters and that writ petitions on the behest of unsuccessful bidders ought not to be entertained. The relevant paragraph 22 of the said judgment reads as under: -

“22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made “lawfully” and not to check whether choice or decision is “sound”. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the

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<sup>15</sup> (2007) 14 SCC 517



decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold.”

(Emphasis Supplied)

76. Accordingly, Issue nos. 2 and 3 are decided against the Petitioner herein.

#### **Conclusion**

77. In view of findings returned at issue no. I, this Court finds that the decision taken by Respondent No. 2 in disqualifying the Petitioner vide impugned rejection letter dated 27.03.2025 was not arbitrary, unreasonable or irrational as the Petitioner was unable to point out any unfairness in the field trials. In view of the findings returned at issue no. II and III, the second contention of the Petitioner that Respondent No. 2 by allowing the Respondent Nos. 3 and 4 to use HPBT ammunition has acted in violation of the tender conditions is also without any merits. The use of HPBT ammunition by Respondent Nos. 3 and 4 was never objected to by the Petitioner during trials and this plea was raised only after Petitioner's own rifle failed the test. The experts of the Respondent Nos. 1 and 2 have opined that the use of HPBT ammunition by Respondent Nos. 3 and 4 does not unduly influence the result of the field trials of the sample rifles. The Petitioner issued Fair Trial Certificates post both the Pune trial and Kadarapur, Gurugram, Haryana trials and issuance of these certificates estops the



Petitioner from raising the challenge made in this petition and shows that the challenge is an afterthought to overcome its own disqualification.

78. Accordingly, the present petition is dismissed. The parties are left to bear their own costs.

**MANMEET PRITAM SINGH ARORA**  
**(VACATION JUDGE)**

**RAJNEESH KUMAR GUPTA**  
**(VACATION JUDGE)**

JULY 1, 2025/mt/hp/MG/MS