COMPETITION COMMISSION OF INDIA

Case No. 10 of 2026

In Re:

Mrs. Rashi Anand Suri **Informant**

GP-27, Maurya Enclave, Pitampura,
Near Gopal Mandir, Delhi- 110034

And

Maharashtra Public Works Department **Opposite Party-1/OP-1**

(PWD), Public Works Department, 4th
Floor, Mantralaya, Mumbai-400032.

Opposite Party-2/OP-2

Techfab India Infrastructure LLP,

712, Embassy Centre Nariman Point, Mumbai,
Maharashtra-400021.

CORAM:

Ms. Ravneet Kaur
Chairperson

Ms. Sweta Kakkad
Member

Mr. Deepak Anurag
Member

Order under Section 26(2) of the Competition Act, 2002

1. The present Information has been filed by Mrs. Rashi Anand Suri ('**Informant**') under Section 19(1)(a) of the Competition Act, 2002 ('**Act**'), against Maharashtra Public Works Department ('**OP-1**') and Techfab India Infrastructure LLP, ('**OP-2**'), *inter alia* alleging contravention of the provisions of Sections 3 and 4 of the Act.

2. The Informant stated that OP-1 implemented the Schedule of Rates ('**SoR**') 2022-23 on 25.07.2022, which serves as the mandatory, binding document for the entire procurement lifecycle, from estimation to final payment.

3. The Informant alleged that the impugned SoR contains specific entries at Serial Numbers 1752 to 1778, where technical descriptions are drafted in an exclusionary and non-generic manner. Rather than using functional or performance-based criteria, these specifications explicitly detail the proprietary technical characteristics and configurations of products manufactured exclusively by OP-2 and in some cases, specifically citing the name of OP-2. Such conduct results in exclusion of other market participants.

4. It has been alleged that as a result of these brand-specific requirements, only OP-2 can satisfy the stipulated criteria, effectively creating a monopoly. This ensures that all other manufacturers, even those offering technically equivalent or superior products, are automatically disqualified at the eligibility stage. Consequently, this exclusion occurs before bidding even begins, making the subsequent procurement process a sham and completely eliminating genuine competition.

5. The Informant further stated that Rule 144 of the General Financial Rules, 2017 ('**GFR**') mandates that procuring entities must ensure efficiency, equitable treatment and cost-effectiveness by using objective, generic and functional specifications rather than brand-specific requirements. By embedding proprietary and brand-aligned specifications directly into the SoR, OP-1 has institutionalized exclusionary practices which have eliminated the possibility of competition at later stages. Such conduct effectively forecloses the relevant

market to all competitors except OP-2, insulates prices from competitive pressure and causes appreciable harm to both fair competition and public interest.

6. It is alleged that the conduct of the Opposite Parties contravenes Section 3(1) of the Act, by restricting market access, eliminating competition, and resulting in appreciable adverse effect on competition. Furthermore, the drafting of such specifications, in a manner that predetermines the successful bidder and excludes of other market participants by design, thereby attracts the provisions of Section 3(3) of the Act.

7. It is further alleged that, by virtue of the exclusive specifications embedded in the SoR, OP-2 enjoys a position of dominance in the relevant market for supplying specified products to government projects. OP-2 is using its dominant market power to secure exclusive access to public contracts which constitutes abuse of dominance in violation of Section 4 of the Act.

8. In view of above, the Informant has sought the following reliefs from the Commission: (i) to direct an investigation by the Director General ('**DG**') under Section 26(1) of the Act; (ii) to declare the impugned specifications, contained in OP-1's SoR 2022-23, anti-competitive and contrary to law; (iii) to pass appropriate directions for removal and revision of all proprietary and brand-specific specifications to restore competitiveness and performance-based procurement norms; (iv) to pass cease-and-desist directions and impose penalties under Section 27 of the Act; and (v) to pass any such other orders as the Commission may deem fit in the interest of justice.

9. The Commission considered the Information in its ordinary meeting held on 08.07.2026 and decided to pass an appropriate order due course.

10. The Commission notes that the Informant is mainly aggrieved by the design of procurement specifications in SoR. While the Informant has alleged bid rigging in the present matter, no particular tender has been referred wherein bids were invited, evaluated, or awarded.

11. With regard to the allegation of bid rigging, it is observed that bid rigging or collusive bidding under Section 3(3)(d) of the Act contemplates an agreement or understanding

amongst enterprises or persons engaged in identical or similar production or trading of goods or provision of services which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding. In the present case, no material has been placed on record demonstrating any agreement, arrangement or concerted practice between OP-1 and OP-2, or amongst the bidders, *inter se*.

12. Further, the present matter does not arise from any specific tender process. There is no material placed on record demonstrating that any particular tender was issued pursuant to the impugned entries in SoR wherein contract was awarded in a manner resulting in appreciable adverse effect on competition. The allegations are founded principally on the assertion that OP-1 framed specifications in SoR favouring OP-2. Accordingly, in absence of any evidence of arrangement between them or collusive bidding, no case is made out against OP-1 and OP-2 within the meaning of Section 3(3)(d) of the Act.

13. The Commission further notes that the issues arising from tender conditions prescribed by the procurers have been dealt in the past in several cases wherein the Commission has been of the view that formulation of technical specifications, eligibility conditions and procurement requirements fall primarily within the domain of the procuring entities. The procurer may be at liberty to set its terms and conditions, subject to applicable laws and regulations as the procurers/consumers are in the best position to evaluate what meets their requirements.

14. As regards Section 3(4) of the Act, the Commission notes that the Information does not disclose any agreement between OP-1 and OP-2 in the nature of an exclusive arrangement, refusal to deal or any other vertical restraint. No material has been furnished to establish the existence of any such arrangement. In the absence of evidence of any anti-competitive agreement attributable to OP-1 and OP-2, the Information does not reveal a contravention of Section 3(4) of the Act.

15. Further, regarding the contravention under Section 4 of the Act, the Informant has mentioned that by virtue of the exclusive specifications embedded in the SoR, OP-2 enjoys a position of dominance in the relevant market for supply of the specified products for

government projects. In this regard, Informant has neither provided any evidence to show dominance nor abuse thereof, by OP-2, in any specific relevant market. Accordingly, no case of contravention under Section 4 of the Act can be made out against OP-2.

16. In view of the foregoing, the Commission finds that no *prima facie* case of contravention of the provisions of Sections 3 or 4 of the Act is made out against OP-1 and OP-2 in the instant matter. The Information is, therefore, closed forthwith in terms of the provisions contained in Section 26(2) of the Act.

17. The Secretary is directed to communicate the order to the Informant, accordingly.

Sd/-
(Ravneet Kaur)
Chairperson

Sd/-
(Sweta Kakkad)
Member

Sd/-
(Deepak Anurag)
Member

New Delhi

Date: 10/08/2026