



2026:DHC:4441-DB



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**IN THE HIGH COURT OF DELHI AT NEW DELHI**

*Judgment reserved on: 30.04.2026*

*Judgment pronounced on: 19.05.2026*

*Judgment uploaded on: 19.05.2026*

+ W.P.(C) 3987/2026 & CM APPL. 19585/2026  
M/S VELOCIS SYSTEMS PVT. LTD .....Petitioner

Through: Mr. Rajesh Mohan Sinha, Mr.  
Prateek Mohan Sinha, Ms.  
Namita Sinha, Ms. Nandini  
Harsh and Mr. Krishnendu Das,  
Advs.

versus

NATIONAL INFORMATICS CENTRE SERVICES  
INCORPORATED (NICSI) .....Respondents

Through: Ms. Shiva Lakshmi, SPC along  
with Mr. Pravar Dennison and  
Mr. Ranjan Mozumdar, Advs.

**CORAM:**

**HON'BLE MR. JUSTICE ANIL KSHETARPAL**

**HON'BLE MR. JUSTICE AMIT MAHAJAN**

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

**ANIL KSHETARPAL, J.:**

1. Through the present Writ Petition, the Petitioner assails the email/order dated 25.03.2026 [hereinafter referred to as 'Impugned Order'] issued by the Respondent, whereby the representation submitted by the Petitioner pursuant to the order dated 10.03.2026 passed in W.P.(C) 3019/2026 has been rejected, and the Petitioner has been held ineligible for further participation in the tender process pursuant to the Request for Empanelment [hereinafter referred to as 'RFE'] bearing Ref. No.NICSI/Office Support and PMS/2025/14.

2. The issue which arises for consideration in the present Petition is whether the decision of the Respondent, as communicated *vide*



email dated 25.03.2026, rejecting the Petitioner's representation and affirming its technical disqualification from the tender process on the ground of submission of an incorrect and incomplete disclosure regarding blacklisting, warrants interference under Article 226 of the Constitution of India.

### **FACTUAL MATRIX**

3. In order to appreciate the controversy involved in the present Petition, the relevant facts, in brief, are required to be noticed.

4. The Petitioner participated in a tender process initiated by the Respondent for empanelment of agencies for deployment of resources for office support, project management support and rollout services pursuant to the RFE and submitted its bid on 30.12.2025.

5. *Vide* email dated 06.03.2026, the Respondent informed the Petitioner that its bid had been found non-compliant and was not accepted for further evaluation on the ground that the Petitioner had furnished incorrect information in relation to blacklisting.

6. Aggrieved thereby, the Petitioner filed W.P.(C) 3019/2026 before this Court challenging the aforesaid communication. The said writ petition was disposed of by order dated 10.03.2026, whereby this Court directed that the writ petition be treated as a representation to be decided by the Respondent within a period of two weeks and further directed that the financial bids shall not be opened till such decision.

7. Pursuant thereto, the Petitioner submitted a representation, which has been rejected by the Respondent *vide* email dated 25.03.2026, stating that the Technical Evaluation Committee ['TEC'],



upon examination, found no merit in the representation and that the decision of technical disqualification remained unchanged.

### **CONTENTIONS OF THE PARTIES**

8. Learned counsel for the Petitioner submitted that though an order of blacklisting dated 09.12.2025 had been passed by the Agricultural and Processed Food Products Export Development Authority [‘APEDA’], the same was received by the Petitioner only on 22.12.2025. It was stated that the Petitioner challenged the said order by filing W.P.(C) 19821/2025 before this Court, wherein the operation of the blacklisting order was stayed *vide* order dated 29.12.2025.

9. It was further contended that the Petitioner submitted its bid on 30.12.2025, i.e., subsequent to the grant of interim protection by this Court, and therefore the allegation of submission of incorrect or non-disclosure regarding blacklisting is misconceived. It was submitted that the declaration forming part of the bid documents had already been executed prior to submission of the bid, and no alteration thereof was permissible thereafter.

10. *Per contra*, learned counsel for the Respondent justified the decision of technical disqualification and the rejection of the Petitioner’s representation. It was stated that the Petitioner had been blacklisted by the APEDA *vide* order dated 09.12.2025, which, according to the Respondent, was in force at the relevant time. It was further stated that the declaration-cum-undertaking regarding blacklisting, forming part of the bid documents, was signed by the Petitioner on 22.12.2025, on which date the aforesaid blacklisting



order was subsisting. Despite the same, the Petitioner declared that it had not been blacklisted, thereby furnishing incorrect information as per the Respondent.

11. Reliance was placed upon Clause 8.1(c) of the RFE, which stipulates that if any information furnished by a bidder is found to be false or incorrect, the bid is liable to be summarily rejected. It was stated that the TEC, upon examination of the Petitioner's representation, found that the Petitioner had failed to furnish complete and correct information and accordingly rejected the representation. Reliance was also placed upon the decision of the Gujarat High Court in *Bgr Deco Consortium v. Gujarat Mineral Development Corporation Ltd.*<sup>1</sup> to contend that an interim order staying the operation of a blacklisting order does not obliterate the underlying factum of blacklisting and that the tendering authority, being the author of the tender conditions, is entitled to insist upon complete and candid disclosure by the bidder.

12. It was additionally contended that the declaration submitted by the Petitioner was itself vague and non-compliant with the format prescribed under the RFE, inasmuch as it did not clearly and categorically disclose whether the bidder was "not blacklisted" or "not under any active blacklisting/debarment", thereby rendering the disclosure ambiguous and incapable of acceptance.

### **ANALYSIS & FINDINGS**

13. This Court has carefully considered the submissions advanced

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<sup>1</sup> C/SCA/3653/2024





*debarred for two years to participating in any RFE/tender published through NIC/NICSI. In addition to the above NICSI will not be responsible to pay the bills for any completed / partially completed work if empanelment was allotted.”*

A perusal of the aforesaid declaration-cum-undertaking indicates that the tender condition required the bidder to furnish a clear and categorical disclosure as to whether it was “not blacklisted” or “not under any active blacklisting/debarment”. The object of such requirement is to ensure certainty, transparency and uniformity in the evaluation of eligibility of bidders in public procurement processes.

17. However, the declaration submitted by the Petitioner states that it “has not been blacklisted or not under active blacklisting period/active debarred list”, which does not constitute a clear or unequivocal assertion of compliance with either of the stipulated alternatives. The said formulation is, at best, ambiguous and capable of multiple interpretations, thereby diluting the clarity and certainty required in a declaration which goes to the root of eligibility in a public procurement process. In such circumstances, the Respondent was justified in treating the declaration as non-compliant. It is well settled that in matters of public procurement, strict adherence to tender conditions is required, particularly where the condition relates to eligibility, and any ambiguity in a material declaration cannot be ignored as a mere technical irregularity.

18. Even otherwise, nothing has been shown from the terms of the RFE to indicate that the Petitioner was prohibited from furnishing any additional disclosure, clarification or annexure along with the bid documents. If according to the Petitioner, the blacklisting order had been stayed by this Court on 29.12.2025 on the ground that no show



cause notice had been issued, it was always open to the Petitioner to disclose the factum of blacklisting along with the subsequent interim order passed by this Court and leave it to the tendering authority to assess its effect. However, no such disclosure or clarification was furnished at the time of submission of the bid on 30.12.2025. Tender conditions requiring disclosure are founded upon the principle of utmost candour expected from bidders participating in public procurement processes, particularly where such disclosure forms the basis for determination of eligibility.

19. The contention of the Petitioner that the blacklisting order stood stayed on 29.12.2025 and that the bid was submitted thereafter also does not assist the Petitioner. Even otherwise, the interim order dated 29.12.2025 may at best be construed as having eclipsed the operation of the blacklisting order during pendency of proceedings; however, the said order did not efface or obliterate the underlying factum that an order of blacklisting had in fact been passed on 09.12.2025. The issue before the Respondent was not confined merely to the operative enforceability of the blacklisting order, but extended to whether the Petitioner had made a full, fair and candid disclosure of all material facts relevant to the declaration accompanying the bid documents. In the facts of the present case, the Respondent cannot be faulted for concluding that the Petitioner failed to furnish a complete and correct disclosure while submitting the bid documents.

20. The tendering authority, being the author of the RFE, is entitled to insist upon complete disclosure of any order of blacklisting together with all subsequent developments, including interim judicial orders. Whether such interim protection diluted, suspended or neutralised the



effect of the blacklisting order was a matter for the tendering authority to assess in terms of the tender conditions. The bidder could not unilaterally proceed on the assumption that grant of interim protection dispensed with the obligation of disclosure itself.

21. Once it is found that the declaration furnished by the Petitioner did not clearly and unambiguously conform to the requirement prescribed under the RFE, the Respondent cannot be faulted for treating the same as non-compliant. In matters of public procurement, where eligibility is determined on the basis of self-declarations, strict adherence to the prescribed format assumes critical importance. Any ambiguity in a material declaration going to eligibility cannot be treated as a mere technical irregularity, particularly where the consequences under the tender document provide for summary rejection. Such assessment lies squarely within the domain of the tendering authority.

22. The Respondent has placed reliance on Clause 8.1(c) of the RFE, which reads as under:

*“8.1(c) All bid proposal documents must be submitted electronically in PDF format. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false/ incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained.”*

The TEC, upon consideration of the Petitioner’s representation, has recorded a categorical finding that the Petitioner failed to furnish complete and correct information in its declaration regarding blacklisting. The said finding is essentially one of evaluation of compliance with the eligibility declaration prescribed under the RFE, and this Court finds no arbitrariness, or perversity in the said



conclusion so as to warrant interference in exercise of jurisdiction under Article 226 of the Constitution of India.

23. In tender matters, where the tendering authority is required to assess compliance with eligibility conditions on the basis of declarations furnished by bidders, the scope of judicial review is necessarily limited to examining the decision-making process and not the correctness of the decision itself. Once the declaration submitted by the Petitioner is found, on an objective reading, to be ambiguous and not in strict conformity with the prescribed requirement, the consequence flowing from Clause 8.1(c) of the RFE, namely summary rejection, cannot be said to be arbitrary or disproportionate.

24. Clause 8.1(c) expressly empowers the Respondent to reject bids where information furnished is found to be false or incorrect. In the present case, the TEC has proceeded on the basis that the declaration furnished by the Petitioner was not a clear or categorical disclosure of its blacklisting status, and such view is a plausible interpretation of the material on record. It is well settled that where two views are possible in matters of contractual evaluation, the Court would not substitute its own view for that of the tendering authority.

25. Accordingly, the reliance placed by the Respondent on Clause 8.1(c) of the RFE is fully justified, and the decision of the TEC rejecting the Petitioner's bid cannot be interfered with.

26. Further, the reliance placed by the Respondent on the decision of the Gujarat High Court in *BGR Deco Consortium* (supra) is of significance here, wherein the Court upheld disqualification of a bidder on the ground of furnishing incorrect/misleading disclosure



regarding blacklisting/debarment. The Court observed that the tendering authority, being the author of the tender document, is best suited to interpret its requirements and that constitutional courts ought to defer to such interpretation in absence of *mala fides* or perversity. The Court further held that furnishing an incorrect declaration regarding blacklisting constituted a valid ground for disqualification notwithstanding the pendency of interim proceedings concerning such blacklisting order. It was also observed that an interim order staying operation of a blacklisting order does not erase the underlying fact that such an order had been passed, particularly where the tender conditions required complete and truthful disclosure.

27. In view of the aforesaid, this Court finds no infirmity in the decision-making process adopted by the Respondent. The conclusion drawn by the TEC is founded on material borne out from the record and cannot be said to be arbitrary.

28. The submission of the Petitioner that the Impugned Order is non-speaking also does not merit acceptance. The communication dated 25.03.2026 indicates that the representation submitted by the Petitioner was considered by the TEC and found to be devoid of merit. In matters relating to technical evaluation in tender processes, the decision of the evaluation committee is not required to be in the nature of a detailed adjudicatory or quasi-judicial order. The basis of such decision also stands elaborated in the Counter Affidavit placed on record by the Respondent.

29. Insofar as the contention regarding violation of principles of natural justice is concerned, it may be noted that the Petitioner was



2026:DHC:4441-DB



afforded an opportunity to submit a representation pursuant to the order dated 10.03.2026, which has been duly considered. In the facts of the present case, no further opportunity of hearing was required at the stage of technical evaluation.

30. It is also relevant to note that the primary decision disqualifying the Petitioner was communicated *vide* email dated 06.03.2026. The present Petition is directed against the subsequent rejection of the representation. In any event, for the reasons noted above, no ground for interference is made out.

### **CONCLUSION**

31. In view of the aforesaid discussion, this Court does not find any merit in the present Writ Petition.

32. The present Writ Petition, along with the pending application, accordingly, stands dismissed.

**ANIL KSHETARPAL, J.**

**AMIT MAHAJAN, J.**

**MAY 19, 2026**  
*s.godara/pal*