



2026:DHC:4530-DB



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

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*Judgment reserved on: 14.05.2026*  
*Judgment pronounced on: 21.05.2026*  
*Judgment uploaded on: 21.05.2026*

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W.P.(C) 5670/2026, CM APPL. 27916/2026  
SWADESHI CIVIL INFRASTRUCTURE PRIVATE  
LIMITED .....Petitioner

Through: Mr. Rajshekhar Rao Sr. Adv.  
with Mr. Dinkar Singh and Mr.  
Rohit Singh, Advs.

versus

THE EXECUTIVE ENGINEER AND SENIOR MANAGER C  
III REDEVELOPMENT PROJECT DIVISION CPWD & ORS.  
.....Respondents

Through: Mr. Abhishek Seth, SPC with  
Mr. Achal Gupta, Ms. Widaphi  
Lyngdoh and Ms. Ashima,  
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 filed under Article 226 of the Constitution of India, the Petitioner assails the rejection of its technical bid submitted by it in respect of Notice Inviting Tender (NIT), NIT- 01/CE cum ED/RPZ/NIT/2025-26, issued by the Central Public Works Department for redevelopment of the General Pool Residential Colony at Srinivaspuri, Package-II, New Delhi.

2. The work in question pertains to construction of 1230 Type-II residential units, including single basement, G+31 floors, two multi-level car parking blocks, development works and services, on an EPC Mode-I basis, together with maintenance and operation of services for



a period of five years after completion of the original construction work.

3. The Petitioner is aggrieved by the rejection of its technical bid on the ground that it did not satisfy the eligibility requirement under Clause 7.1 of the NIT. The Petitioner seeks quashing of the said rejection and a consequential direction to the Respondents to treat it as technically qualified and consider its financial bid.

4. The challenge is not to the validity of Clause 7.1 itself. The controversy is confined to the manner in which the said clause has been applied to the Petitioner's bid. The Petitioner asserts that it fulfilled the eligibility conditions, particularly the requirement relating to prior experience in the opted structural system technology. The Respondents, on the other hand, submit that the Petitioner's own documents did not establish such eligibility.

5. The principal issue, therefore, is whether the Respondents' decision to treat the Petitioner as technically ineligible under Clause 7.1 of the NIT is arbitrary, irrational, perverse, or contrary to the tender conditions so as to warrant interference under Article 226 of the Constitution of India.

6. Clause 7.1 of the NIT prescribes the initial criteria of eligibility and the relevant portion of the clause is reproduced as under:-

***7. Initial Criteria for Eligibility:***

*7.1 Bidders who fulfil the following requirements shall be eligible to apply. Joint ventures/Consortium and Special Purpose Vehicles are not accepted.*

*i) Should have satisfactorily completed the following similar works during last 7 (seven) years ending last day of month previous to the one in which bids are invited including the extended date, if any. For*



*this purpose, cost of work shall mean gross value of the completed work including cost of materials supplied by the Government/client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Project Manager/ Executive Engineer & Senior Manager or equivalent.*

*Three similar completed works each of value not less than **Rs.269.34 Cr.***

*Or*

*Two similar completed works each of value not less than **Rs.404.02 Cr***

*Or*

*One similar completed work of value not less than **Rs. 538.69 Cr.***

**"Similar Work" shall mean:**

*Work of construction of RCC buildings having minimum one building of **ten storeys (basements and stilt/s shall be counted as storey)** including water supply, sanitary installation, Internal Electrical installations, firefighting with wet riser system & SITC of lifts in the same contract of ten storeys or above executed under one agreement in India. Mumty and Machine Room shall not be counted as storey.*

**OR**

*Completing balance construction work (i/c structural work) minimum upto **ten storey (basements and stilt/s shall be counted as storey)** including water supply, sanitary installation, Internal Electrical installations, firefighting with wet riser system & SITC of lifts in the same contract of ten storeys or above executed under one agreement in India Mumty and Machine Room shall not be counted as storey.*

**Note: -**

*a) Work of basement, E&M services viz., Internal Electrical installations, firefighting with wet riser system & SITC of lifts, if executed under a separate contract shall also be considered for the purpose of assessing the technical competence only without adding its monetary value for determining the eligibility criteria.*

*b) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of bids.*

*ii) Should have satisfactorily completed one work with opted technology as proposed by bidder and mentioned in letter of transmittal, during the last seven years ending last day of month previous to the one in which tender is invited. The cost of structural system executed with opted technology shall not be less than **Rs. 134.67 Cr.** This work can be part of eligible work at 2(i) above or as a separate work (In case separate cost of structural system of a*



*particular technology is not available in the experience certificate, it will be taken as 30% of completed cost of project/work).*

OR

*The bidder can associate with contractor having requisite experience of executing work in structural system with the opted technology. Bidder has to submit MoU in the prescribed format (Form L) with such associate contractor. along with his tender, for structural system in opted technology only. The associated contractor must satisfy the eligibility criteria of having successfully completed one work of opted technology having the cost of structural system not less than Rs. 134.67 Cr during the last seven years ending last day of month previous to the one in which tender is invited In case separate cost of structural system of a particular technology is not available in the experience certificate of associated contractor, it will be taken as 30% of completed cost of project/work*

*Associated contractor should not have been debarred from any Ministry or any govt. organization in the last five years.*

*The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of bids.*

7. For the purposes of the present Petition, two requirements are material. First, the bidder was required to have satisfactorily completed similar works during the preceding seven years. This condition could be satisfied by showing three similar completed works each of value not less than Rs. 269.34 crores; or two similar completed works each of value not less than Rs. 404.02 crores; or one similar completed work of value not less than Rs. 538.69 crores.

8. The expression “similar work” is also defined in the NIT. It required construction of RCC buildings having at least one building of ten storeys or above, including water supply, sanitary installation, internal electrical installations, firefighting with wet riser system and Supply, Installation, Testing, and Commissioning (SITC) of lifts in the same contract, executed under one agreement in India.



9. Secondly, Clause 7.1 required the bidder to have satisfactorily completed one work with the opted technology proposed by the bidder and mentioned in the Letter of Transmittal. The cost of the structural system executed with the opted technology was required to be not less than Rs. 134.67 crores. The clause further provided that, in case the separate cost of the structural system of a particular technology was not available in the experience certificate, it would be taken as 30% of the completed cost of the project/work.

10. Schedule-F of the NIT referred to the list of approved construction technologies contained in Appendix-III. Item No. 9 under the category of Cast-in-Situ Structural Systems is “Monolithic Concrete Construction system using Aluminium Formwork”.

11. In its Letter of Transmittal, the Petitioner declared that it would use “Monolithic Concrete Construction system using Aluminium Formwork” in line with Schedule-F of the tender conditions.

12. To establish experience in the opted technology, the Petitioner relied upon the work relating to construction of the New Block for Medicine, Maternity and Advanced Paediatric Centre at Lok Nayak Jai Prakash Narayan (LNJP) Hospital, Delhi. The said project was described in the Petitioner’s documents as a composite steel and RCC framed 2B+G+22 storeyed building.

13. The Petitioner relied upon the value of the LNJP Hospital work, stating that the total work done was Rs. 549.56 crores, which, after applying 7% enhancement, came to Rs. 611.75 crores. On this basis, the Petitioner contends that by applying the 30% deeming formula contained in Clause 7.1, the value of the structural system with the



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opted technology would exceed the prescribed threshold of Rs. 134.67 crores.

14. The Petitioner also relied upon Form D-2 issued by the Executive Engineer, PWD Health Project Division, LNJP Hospital. The said Form D-2, however, records the “actual date of completion” as: “The Work was suspended by the PWD on 19.06.2024.” The same certificate records the type of structural system technology used as RCC framed structure and Steel framed structure.

15. The Performance Certificate dated 11.03.2026, also issued by the Executive Engineer, PWD Health, records that the LNJP Hospital work was suspended on 19.06.2024 by the Department and was abandoned by the Government under Clause 15. It further records that due to abandonment, only the structural part was completed up to 95%, flooring was completed up to 30%, the rest of the civil work was not executed, and no electrical work was completed.

16. The same Performance Certificate describes the structure as a composite structure consisting of RCC framed structure and steel framed structure with monolithic construction having aluminium shuttering. It further records that the plan area was approximately 91,000 square metres, with the steel structure forming part of the main hospital building and the lift lobby/staircase part involving monolithic construction with aluminium shuttering.

17. The Petitioner’s bid was rejected through email dated 21.04.2026. The reason communicated was that, as per the NIT, the bidder was required to have satisfactorily completed one work with the opted technology of value not less than Rs. 134.67 crores, and



none of the works listed in Form C fulfilled the said criterion. The communication further stated that, as per the experience certificate issued by the Executive Engineer, PWD Health, the main hospital building was not a completed work, and the other two works did not qualify for the said technology.

18. The Petitioner thereafter submitted a representation seeking reconsideration. The Respondents issued a detailed communication dated 25.04.2026, stating, *inter alia*, that the LNJP Hospital project could not be treated as a completed similar work, that the composite structural system relied upon by the Petitioner was not the approved opted technology, that the components of water supply and sanitary installation were not found executed at site, that the Performance Certificate itself recorded only 95% structural completion with seepage, rusting and pending rectification; and that the other two works did not independently satisfy the opted technology requirement.

19. The Petitioner has also relied upon the email on 21.04.2026 at 11:26 AM indicating acceptance of its bid. The Respondents have explained the same as an inadvertent automatic portal-generated communication and have pointed out that the rejection email was issued within 4 minutes. It is also not in dispute that Corrigendum No. 8, containing the list of technically qualified bidders on 21.04.2026, did not include the Petitioner's name.

### **SUBMISSIONS ON BEHALF OF THE PETITIONER**

20. Mr. Rajshekar Rao, learned senior counsel appearing for the Petitioner, submits that the rejection of the Petitioner's bid is arbitrary, hyper-technical and contrary to the tender conditions. It is urged that



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the Petitioner had executed work at the LNJP Hospital project of value far exceeding the original contract value, and that the said work was abandoned by the Government and not on account of any default attributable to the Petitioner.

21. It is further submitted that the Petitioner cannot be penalised for non-completion occasioned by the Government itself. Learned counsel points out that extension of time had been granted without levy of compensation, no adverse action was taken against the Petitioner, and the Executive Engineer itself issued Form D-2 and the Performance Certificate recognising the execution of work by the Petitioner.

22. Learned senior counsel submits that Clause 7.1 must be read as a whole. It is urged that the clause uses the expression “completed cost of project/work”, and that the word “work” has to be given its due meaning. According to the Petitioner, the LNJP work allotted to it had been executed by it to the extent permitted by the Tendering Authority, and the Petitioner cannot be treated as ineligible merely because the Government subsequently decided to suspend or abandon the larger project.

23. On the opted technology requirement, learned senior counsel for the Petitioner submits that the LNJP Hospital project involved monolithic concrete construction using aluminium formwork. It is contended that the NIT did not require the opted technology to be the sole or exclusive technology used in the reference project. According to the Petitioner, the Respondents have selectively read the certificate and ignored the portions which refer to monolithic construction using aluminium shuttering/formwork.



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24. It is also submitted that the Respondents' objection regarding the value of the opted technology component is answered by the 30% deeming formula contained in Clause 7.1. Learned senior counsel submits that the very purpose of the said formula is to address cases where the experience certificate does not separately disclose the cost of the structural system of the particular technology. Once such separate cost was not available, the Respondents were bound to take 30% of the completed cost of the project/work.

25. Learned senior counsel further submits that if the Respondents had any doubt regarding the extent or value of the monolithic aluminium formwork component, they ought to have sought a clarification either from the Petitioner or from the Executive Engineer who had issued the certificate. No such clarification was sought. Instead, the Petitioner was rejected on grounds which, according to it, are either contrary to the tender or have been subsequently improved through the detailed rejection communication dated 25.04.2026.

26. Lastly, the Petitioner relies on the acceptance email dated 21.04.2026 at 11:26 AM and submits that the abrupt reversal within minutes demonstrates lack of transparency and non-application of mind in the evaluation process.

### **SUBMISSIONS ON BEHALF OF THE RESPONDENTS**

27. Mr. Abhishek Seth, learned Senior Panel Counsel appearing for the Respondents, submits that the rejection is based on the Petitioner's own documents and does not warrant interference under Article 226 of the Constitution of India. It is submitted that the Petitioner may otherwise be an experienced contractor, but the Court is concerned



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only with the documents submitted for the present tender and the eligibility conditions prescribed therein.

28. Learned counsel further submits that the Petitioner had opted, in its Letter of Transmittal, for “Monolithic Concrete Construction system using Aluminium Formwork”. However, Form D-2, which is the certificate submitted specifically in support of experience in the opted structural system technology, records the technology used in the LNJP Hospital project as “RCC framed structure and Steel framed structure”. It is urged that this certificate does not establish prior experience in the opted technology.

29. It is further submitted that the LNJP Hospital project was admittedly not a completed work. The Performance Certificate records that the work was suspended on 19.06.2024 and abandoned by the Government under Clause 15, and further records that only 95% structural work, 30% flooring and no electrical work were completed. According to the Respondents, such a work could not be treated as a satisfactorily completed similar work under Clause 7.1.

30. Learned counsel submits that the requirement of “similar work” under the NIT is not confined merely to construction of a structure of ten storeys or above. The work had to include water supply, sanitary installation, internal electrical installations, firefighting with wet riser system and SITC of lifts in the same contract. Since the Performance Certificate itself records non-completion of essential components, the Respondents were justified in treating the LNJP Hospital work as not satisfying the requirement of a completed similar work.



31. On the 30% formula, learned counsel submits that the Petitioner's interpretation would distort Clause 7.1. According to the Respondents, the formula is meant to apply where the work is otherwise a completed work with the opted technology and only the separate cost of such structural system is unavailable. It cannot be used to attribute 30% of the value of an entire composite project to one technology component, especially where the Petitioner's own certificate shows use of different structural systems.

32. It is finally submitted that the email indicating acceptance of the bid was an inadvertent system-generated communication and did not create any enforceable right in favour of the Petitioner, particularly when the list of technically qualified bidders did not include the Petitioner's name and as the rejection email was sent to the Petitioner within 4 minutes.

### **ANALYSIS AND FINDINGS**

33. The scope of interference in tender matters is well settled. The Court, while exercising jurisdiction under Article 226 of the Constitution of India, does not sit as an appellate authority over the technical evaluation made by the tendering authority. The enquiry is confined to whether the decision-making process suffers from *mala fides*, arbitrariness, irrationality, perversity, discrimination, or violation of the tender conditions.

34. In *Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corporation Ltd. and Anr.*<sup>1</sup>, the Supreme Court reiterated that the owner or employer of a project, having authored the tender

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<sup>1</sup> (2016) 16 SCC 818



documents, is best placed to understand and appreciate its requirements and to interpret its documents. Constitutional courts must defer to such understanding unless the interpretation or application of the tender condition is *mala fide* or perverse. The Supreme Court also cautioned that words used in tender documents cannot be ignored or treated as redundant.

35. In *Tata Motors Ltd. v. Brihan Mumbai Electric Supply and Transport Undertaking(BEST) and Ors.*<sup>2</sup>, the Supreme Court emphasised that courts must exercise restraint in contractual and commercial matters, particularly where the tender involves technical issues. It was observed that needless interference in commercial matters may cause serious prejudice to public projects and the public exchequer, and that interference is warranted only where a clear case of arbitrariness, *mala fides*, bias or irrationality is made out.

36. The present Tender concerns a large public infrastructure project involving civil engineering, structural technology and technical eligibility. The question before this Court is, therefore, not whether the Petitioner is otherwise an experienced and competent contractor. The question is narrower, whether the Respondents' view that the Petitioner did not satisfy Clause 7.1 of the NIT is so arbitrary or perverse as to warrant interference.

37. Clause 7.1 of the NIT required the bidder to satisfy two material conditions. The first was the requirement of satisfactorily completed similar works of the prescribed value. The second was the requirement of having satisfactorily completed one work with the opted technology

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<sup>2</sup> (2023) 19 SCC 1



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proposed in the Letter of Transmittal, with the cost of structural system executed with such opted technology not being less than Rs. 134.67 crores.

38. The Petitioner's case substantially rests on the LNJP Hospital project. The said work was relied upon both for the purpose of completed similar work and for the purpose of experience in the opted technology.

39. It is evident that the Petitioner, in its Letter of Transmittal, opted for "Monolithic Concrete Construction system using Aluminium Formwork". This particular technology finds place in Appendix-III of the NIT as an approved cast-in-situ structural system technology.

40. Since the controversy partly turned on the nature of the structural systems referred to in the bid documents, this Court had requested the parties to place literature explaining the difference between a composite structure consisting of RCC framed structure and steel framed structure, and Monolithic Concrete Construction system using Aluminium Formwork. The said material is noticed only for understanding the technical expressions and technologies as used in the tender documents, forms and the certificates.

41. Broadly understood, a composite RCC and steel framed structure proceeds on a structural frame consisting of reinforced cement concrete and/or steel members, such as columns, beams and allied structural components. Monolithic Concrete Construction system using Aluminium Formwork, on the other hand, uses aluminium formwork as a mould for casting concrete structural



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elements in an integrated manner, so as to achieve a monolithic concrete system.

42. For the purposes of the present case, it is sufficient to note that the two technologies are distinct structural systems, and the tendering authority was entitled to examine whether the work relied upon by the Petitioner satisfied the specific requirement of the opted technology.

43. In the Respondents' view, the LNJP Hospital project did not establish that the Petitioner had satisfactorily completed work with the opted technology of the requisite structural-system value of not less than Rs. 134.67 crores. The limited question is whether such a view is irrational, perverse or contrary to the tender conditions.

44. The difficulty for the Petitioner, however, lies in the documents submitted by it in support of its eligibility. Form D-2, which is the certificate of experience in support of having successfully completed one work with the structural system technology proposed to be used for the present work, does not certify the LNJP Hospital project as a completed work in Monolithic Concrete Construction system using Aluminium Formwork. On the contrary, it records the type of structural system technology used as "RCC framed structure and Steel framed structure".

45. The said Form D-2 also does not record any actual date of completion. Against the column of "actual date of completion", it records that the work was suspended by the PWD on 19.06.2024. The certificate, therefore, cannot be read in isolation merely by reference to its heading or concluding words. It has to be read as a whole. When so read, the certificate does not support the Petitioner's assertion that



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the LNJP Hospital project was satisfactorily completed work with the opted technology.

46. The Petitioner is right in submitting that Form D-2 refers to the Performance Certificate and that the Performance Certificate contains a reference to monolithic construction using aluminium shuttering. However, the Performance Certificate, too, has to be read as a whole.

47. The Performance Certificate dated 11.03.2026 leads to the same conclusion. It records that the work was suspended on 19.06.2024 by the Department and was abandoned by the Government under Clause 15. It further records that due to abandonment, only the structural part was completed up to 95%, flooring was completed up to 30%, the rest of the civil work was not executed, and no electrical work was completed.

48. The Performance Certificate also describes the LNJP Hospital structure as a composite structure consisting of RCC framed structure and steel framed structure with monolithic construction having aluminium shuttering. It further refers to the project having an approximate plan area of 91,000 square metres, with the steel structure forming part of the main hospital building and the lift lobby/staircase part involving monolithic construction with aluminium shuttering.

49. The tendering authority, has therefore, drawn its conclusion from the very certificates submitted by the Petitioner. Whether the Petitioner's reading of those certificates is also possible is not the test. It is whether the Respondents' reading is so irrational or perverse that it warrants interference in judicial review.



50. The Petitioner, though, has rightly emphasised that the abandonment was not stated to be on account of any default attributable to it. The Performance Certificate also records that extension of time was granted without levy of compensation and that no compensation was levied.

51. That, however, does not resolve the question of eligibility. The issue in the present Writ Petition is not one of attribution of fault for abandonment. The issue is whether an admittedly abandoned work could be treated as a “satisfactorily completed” work for the purposes of Clause 7.1 of the NIT. Clause 7.1 does not contain any deeming provision by which a suspended, or abandoned work would be treated as a completed work merely because the abandonment was attributable to the Government. The Court exercising judicial review cannot supply a deeming fiction which the tender itself does not contain.

52. The Petitioner has sought to meet this difficulty by contending that the word “work” in the expression “completed cost of project/work” must be given independent meaning, and that the work allotted to the Petitioner had been executed to the extent permitted by the Tendering Authority. The submission, though attractive at first blush, cannot be accepted in the facts of the present case.

53. The expression “completed cost of project/work” appears in Clause 7.1 only for the limited purpose of computing the value of the structural system where its separate cost is not available in the experience certificate. It cannot be read separately so as to dilute the primary requirement of the clause, namely, that the bidder must have



satisfactorily completed one work with the opted technology. The computational formula cannot override the eligibility condition to which it is attached.

54. The Petitioner has also laid considerable emphasis on the value of work executed at LNJP Hospital. It is urged that the work executed was Rs. 549.56 crores and that, after enhancement, it came to Rs. 611.75 crores. It is further urged that this exceeded the original contract value and, therefore, the work should be treated as completed for eligibility purposes.

55. This submission cannot be accepted. Execution of work of substantial monetary value is not the same as satisfactory completion of a qualifying work, where the NIT itself makes completion an eligibility condition. The tendering authority was entitled to examine whether the work relied upon satisfied the tender definition of similar completed work and whether the opted technology requirement was fulfilled.

56. This conclusion is reinforced by the definition of “similar work”. The NIT required, *inter alia*, water supply, sanitary installation, internal electrical installations, firefighting with wet riser system and SITC of lifts. The Performance Certificate records that only the structural part was completed up to 95%, flooring up to 30%, and no electrical work was completed. In such circumstances, the Respondents’ view that the LNJP Hospital work did not satisfy the requirement of a completed similar work cannot be characterised as irrational.



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57. The next submission of the Petitioner's case concerns the opted technology and the 30% deeming formula. The Petitioner submits that the LNJP Hospital project involved monolithic construction using aluminium shuttering, that the NIT did not require the opted technology to be the sole or exclusive technology used in the reference work, and that once separate cost was unavailable, the Respondents were bound to apply the 30% formula.

58. There may be merit in the broad proposition that a reference project involving more than one technology is not automatically excluded merely because it is hybrid or composite. The NIT does not expressly state that the opted technology must be the only technology used in the reference project. However, that proposition does not answer the real difficulty. The bidder must still show that the cost of the structural system executed with the opted technology met the threshold of Rs. 134.67 crores.

59. The Petitioner has not placed on record any certificate or material disclosing the separate value of the component executed with the opted technology, namely Monolithic Concrete Construction system using Aluminium Formwork. The fact that aluminium shuttering may have been used in part of the work does not, by itself, establish that the structural system executed with the opted technology had a value of Rs. 134.67 crores or more.

60. The Petitioner contends that this is precisely why the 30% formula exists. According to the Petitioner, once the experience certificate does not separately disclose the cost of the opted



technology, the Respondents had no discretion but to take 30% of the completed cost of the LNJP project/work.

61. This Court is unable to accept such an absolute reading of the 30% formula. The formula is for the purpose of valuation, not a substitute for proof of eligibility. It applies where the bidder has otherwise established a qualifying completed work with the opted technology, but the experience certificate does not separately disclose the value of that structural system. The mere fact that the opted technology formed part of a composite project does not, by itself, compel the tendering authority to apply 30% of the entire project/work value to that technology, where the bidder's own documents do not establish the extent, value, or qualifying character of the work executed with the opted technology.

62. The formula does not operate automatically upon a reference to the opted technology in a composite project. The tendering authority was still entitled to examine whether the Petitioner had established a qualifying completed work with the opted technology of the prescribed structural-system value.

63. The interpretation placed by the Respondents gives meaning to the words "structural system executed with opted technology". It is consistent with the language of Clause 7.1 and does not render any part of the tender condition redundant. In view of the principles stated in *Afcons Infrastructure Ltd. (Supra)*, this Court would not substitute its own construction merely because the Petitioner presses another interpretation as a possible view.



64. The Petitioner has also urged that if the Respondents had any doubt regarding the extent or value of monolithic aluminium formwork, they ought to have sought clarification either from the Petitioner or from the Executive Engineer who issued the certificate. This submission also cannot be accepted as a ground for interference.

65. Eligibility had to be established by the bidder through the documents submitted with the bid. The NIT required the Petitioner to furnish the relevant details and certificates. If the documents furnished did not establish the mandatory eligibility condition to the satisfaction of the tendering authority, the authority was not bound to invite the bidder to improve, supplement or explain the bid after submission. In a competitive tender, such an approach may itself raise concerns of unequal treatment.

66. The Petitioner has next urged that the detailed communication dated 25.04.2026 amounts to a post-facto improvement of the reasons contained in the rejection email dated 21.04.2026. This contention does not persuade the Court.

67. The rejection email communicated the essential ground, namely that none of the works listed in Form C fulfilled the requirement of satisfactorily completed one work with the opted technology; that the LNJP Hospital work was not a completed work; and that the other two works did not qualify for the said technology. The communication dated 25.04.2026 only elaborated the reasons already indicated.

68. It is also necessary to note that the Petitioner had submitted a representation, which was responded to by the communication dated 25.04.2026. The matter, therefore, is not one where the Petitioner was



left without any indication of the basis on which its bid had been rejected.

69. The Petitioner's reliance on the portal-generated acceptance email dated 21.04.2026 at 11:26 AM also does not carry the matter further. The rejection email followed within minutes. More importantly, the list of technically qualified bidders published through Corrigendum No. 8 did not include the Petitioner's name. In these circumstances, the said acceptance email cannot create eligibility where the tender conditions were otherwise not fulfilled.

70. At best, the email sequence may indicate an inadvertent automatic generation of the first email. It does not, however, establish a lack of transparency, as the second email communicating the rejection followed at around 11:29 AM, nor does it vitiate the substantive decision where the reasons for rejection are traceable to the tender conditions and the Petitioner's own documents.

71. This Court is conscious that the Petitioner may have substantial execution experience. That, however, is not determinative of the present controversy. The Court is concerned only with whether the Petitioner satisfied the specific eligibility requirements of the present NIT. On the record placed before the Court, the Respondents' conclusion that the Petitioner did not satisfy Clause 7.1 cannot be said to be arbitrary, *mala fide*, discriminatory, perverse or contrary to the tender terms.

## **CONCLUSION**

72. In view of the aforesaid discussion, this Court finds no ground to interfere with the rejection of the Petitioner's technical bid.



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The decision of the Respondents is based on a plausible reading of Clause 7.1 of the NIT and on the documents submitted by the Petitioner.

73. The Writ Petition is accordingly dismissed. The pending application shall stand closed.

**ANIL KSHETARPAL, J.**

**AMIT MAHAJAN, J.**

**MAY 21, 2026**

*sp/ad*