$~

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

% ***Judgment reserved on: 02.07.2026***

Judgment pronounced on: 15.07.2026

Judgment uploaded on: 15.07.2026

\+ W.P.(C) 6844/2026, CM APPL. 33628/2026, CM APPL. 33629/2026 and CM APPL. 39704/2026

E TRAV TECH LIMITED .....Petitioner

Through: Mr. Sanjay Jain. Senior Adv., Mr. Nakul Sachdeva, Mr. Shreyansh Rathi, Mr. Sagar Arora, Ms. Shrinkhla Tiwari, Mr. Abhinandan Sharma, Mr. Karan Sharma, Mr. Nishank Tripathi, Ms. Harshita Sukhija, Ms. Rishika Agrawal & Mr. Shreyan Srivastava, Advs.

versus

UNION OF INDIA & ORS. .....Respondents

Through: Mr. Haris beeran, Mr. Zulfiker Ali P.S. & Ms. Lebina Baby, Adv. Mr. Chetan Sharma, ASG, with Ms. Avshreya Pratap Singh Rudy, CGSC and Mr. Amit Gupta, SPC, Ms. Akshi Bali (Legal Consultant), Mr. Ankit Khatri, Ms. Nyasa Sharma, Mr. Amit Gupta, Mr. Shubham Sharma & Mr. Naman, Advs. for R1 & R2.

\+ W.P.(C) 6846/2026, CM APPL. 33640/2026, CM APPL. 33641/2026 and CM APPL. 39691/2026

E TRAV TECH LIMITED .....Petitioner

Through: Mr. Nakul Sachdeva, Mr. Shreyansh Rathi, Mr. Sagar Arora, Ms. Shrinkhla Tiwari, Mr. Abhinandan Sharma & Mr. Karan Sharma, Advs.

versus

UNION OF INDIA & ORS. .....Respondents

Through: Mr. Chetan Sharma, ASG, with Ms. Avshreya Pratap Singh Rudy, CGSC and Mr. Amit Gupta, SPC, Ms. Akshi Bali (Legal Consultant), Mr. Ankit Khatri, Ms. Nyasa Sharma, Mr. Amit Gupta, Mr. Shubham Sharma & Mr. Naman, Advs. for R1 & R2.

\+ W.P.(C) 6848/2026, CM APPL. 33645/2026 and CM APPL. 33646/2026

E TRAV TECH LIMITED .....Petitioner

Through: Mr. Saket Sikri, Mr. Nakul Sachdeva, Mr. Shreyansh Rathi, Mr. Sagar Arora, Ms. Shrinkhla Tiwari, Mr. Abhinandan Sharma & Mr. Karan Sharma, Advs.

versus

UNION OF INDIA & ORS. .....Respondents

Through: Mr. Chetan Sharma, ASG, with Ms. Avshreya Pratap Singh Rudy, CGSC and Mr. Amit Gupta, SPC, Ms. Akshi Bali (Legal Consultant), Mr. Ankit Khatri, Ms. Nyasa Sharma, Mr. Amit Gupta, Mr. Shubham

Sharma & Mr. Naman, Advs. for R1 & R2. Ms. Meenakshi Arora, Sr. Adv., Mr. Arjun Raghavendra, Ms. Nanakey Kalra, Mr. Vivek Ram Bhat & Mr. Stephin George, Advs.

\+ W.P.(C) 6849/2026, CM APPL. 33648/2026 and CM APPL. 33649/2026

E TRAV TECH LIMITED .....Petitioner

Through: Mr. Sacchin Puri, Sr. Adv. with Mr. Nakul Sachdeva, Mr. Shreyansh Rathi, Mr. Sagar Arora, Ms. Shrinkhla Tiwari, Mr. Abhinandan Sharma, Mr. Karan Sharma, Mr. Dhan Singh, Mr. Sonu Kumar, Mr. Abhishek Singh, Ms. Shivangi Dhyani, Ms. Anjali Dhyani, Ms. Jyotsana B., Advs.

versus

UNION OF INDIA & ORS. .....Respondents

Through: Ms. Priyanka Sethia, Ms. Poonam Shekhawat along with Ms. Vratanshi Arora, CS
Mr. Chetan Sharma, ASG, with Ms. Avshreya Pratap Singh Rudy, CGSC and Mr. Amit Gupta, SPC, Ms. Akshi Bali (Legal Consultant), Mr. Ankit Khatri, Ms. Nyasa Sharma, Mr. Amit Gupta, Mr. Shubham Sharma & Mr. Naman, Advs. for R1 & R2.

\+ W.P.(C) 8039/2026 and CM APPL. 38517/2026

M/S VERASYS LIMITED .....Petitioner
Through: Ms. Saumya Gupta, Adv.

versus

UNION OF INDIA & ORS. .....Respondents
Through: Ms. Priyanka Sethia, Ms. Poonam Shekhawat along with Ms. Vratanshi Arora, CS Mr. Rohan Jaitley, CGSC with Mr. Akshay Sharma, Mr. Dev Pratap Shahi, Mr. Varun Pratap Singh & Mr. Yogya Bhatia, Advs.

\+ W.P.(C) 8045/2026 and CM APPL. 38533/2026

MS VERASYS LIMITED .....Petitioner
Through: Ms. Saumya Gupta, Adv.

versus

UNION OF INDIA MINISTRY OF EXTERNAL AFFAIRS THROUGH ITS SECRETARY & ORS. .....Respondents
Through: Mr. Rohan Jaitley, CGSC with Mr. Akshay Sharma, Mr. Dev Pratap Shahi, Mr. Varun Pratap Singh & Mr. Yogya Bhatia, Advs. Mr. Nikhil Goel, Sr, Adv., Mr. Arjun Raghavendra M., Mr. Vivek Ram Bhat & Mr. Stephin George, Advs.

\+ W.P.(C) 8046/2026 and CM APPL. 38536/2026

MS VERASYS LIMITED .....Petitioner
Through: Ms. Saumya Gupta, Adv.

versus

UNION OF INDIA MINISTRY OF EXTERNAL AFFAIRS & ORS. .....Respondents

Through: Mr. Haris beeran, Mr. Zulfiker Ali P.S. & Ms. Lebina Baby, Adv. Mr. Rohan Jaitley, CGSC with Mr. Akshay Sharma, Mr. Dev Pratap Shahi, Mr. Varun Pratap Singh & Mr. Yogya Bhatia, Advs.

CORAM:
HON'BLE MR. JUSTICE ANIL KSHETARPAL
HON'BLE MS. JUSTICE SHAIL JAIN

J U D G M E N T

ANIL KSHETARPAL, J.:

1. The present batch of seven Petitions raise a common issue concerning the technical evaluation of bids submitted by the Petitioners pursuant to various Requests for Proposal (RFPs) issued by the Respondent Nos.1 and 2 in each of the Petitions for outsourcing of Consular/Passport/Visa (CPV) services at the Indian Missions situated at Kuwait, Abu Dhabi (UAE), Singapore and Canberra (Australia). In essence, the Petitioners herein assail the communications *vide* which they were declared unsuccessful at the technical-bid stage along with the consequent parameter-wise evaluation communicated to them. It has been held that the Petitioners have failed to secure minimum 70% marks to qualify for opening of their financial bids.

2. The principal contention of the Petitioners in the present batch is that the criteria-wise evaluation of their technical bids is arbitrary and that the marks awarded to them under the respective parameters

stipulated under the respective RFPs are unsupported by any reasons.

3. At the outset, we deem it appropriate to highlight that since the issues involved in all the Petitions are identical, they were heard together and are being decided by this common judgment.

4. The present batch comprises of Petitions filed by two distinct bidders, namely, E TRAV Tech Limited[1] and M/s Verasys Limited[2], who participated in the aforesaid tender processes and were disqualified subsequently at the technical bid stage. While E TRAV by way of W.P.(C) 6844/2026, W.P.(C) 6846/2026, W.P.(C) 6848/2026 and W.P.(C) 6849/2026, has challenged its technical disqualification in respect of the RFPs pertaining to Abu Dhabi (UAE), Singapore, Canberra (Australia) and Kuwait, respectively, the challenge by Verasys by way of W.P.(C) 8039/2026, W.P.(C) 8045/2026 and W.P.(C) 8046/2026 is confined to the RFPs in respect of Indian Missions situated at Kuwait, Canberra (Australia) and Abu Dhabi (UAE) respectively.

5. We also deem it appropriate to clarify that while the Respondent No.1 in all the present Petitions is Union of India through the Secretary, Ministry of External Affairs, the Respondent No.2 are the respective Indian Embassies and High Commissions concerned with the RFPs in question. The Respondent No.3, in each Petition, is the successful L-1 bidder in the respective tender process.

[1] hereinafter referred to as E-TRAV
[2] hereinafter referred to as Verasys

6. Notably, it is not in dispute that the RFPs governing the tender process for all the aforesaid Missions are substantially similar in their terms and conditions, including the provisions relating to the technical evaluation of bids. Accordingly, the controversy in all the Petitions, lies in a narrow compass and centres around the legality of the criteria-wise technical evaluation undertaken by the Respondent Nos. 1 and 2 as well as the lack of reasons furnished in support thereof.

7. To briefly recapitulate the background of the present controversy, the Respondent Nos.1 and 2 issued separate RFPs inviting bids for the outsourcing of the CPV services at the India Missions in Kuwait, Abu Dhabi (UAE), Singapore and Canberra (Australia). Each RFP envisaged a two-stage bidding process comprising a technical-bid stage followed by a financial-bid stage.

8. Pursuant to the aforesaid RFPs, the Petitioners submitted their technical and financial bids within the prescribed timelines. Upon evaluation of the technical bids, the Respondent Nos.1 and 2 informed the Petitioners that they had failed to secure the minimum qualifying score of 70% marks and were, consequently, held ineligible to participate in financial-bid stage.

9. Aggrieved by their technical disqualification and the non-disclosure of parameter-wise breakup of marks and reasons for such disqualification, the Petitioners approached this Court by way of ***W.P.(C) 1562/2026*** captioned ***E TRAV Tech Limited v. Union of India & Anr.***[3] and connected matters. The said Petitions came to be

[3] hereinafter referred to as 'E TRAV Tech Ltd.-I'

decided by this Court *vide* a common judgment dated 10.03.2026, while recording the submission of the learned Additional Solicitor General, that the detailed parameter-wise breakup of marks, along with the reasons for disqualification, would be furnished to the Petitioners upon completion of the tender process. Additionally, this Court while dismissing the Petitions, also granted liberty to the Petitioners to avail such remedies as may be available in law in the event they remained aggrieved by the marks or reasons so communicated.

10. Aggrieved by the judgment dated 10.03.2026, particularly insofar as the disclosure of the basis of the technical evaluation had been deferred until completion of the tender process, E TRAV approached the Supreme Court by way of ***SLP (C) No. 10625/2026*** titled ***E TRAV Tech Limited v UOI and Anr.***[4] and other connected matter. The Supreme Court *vide* Order dated 16.04.2026, disposed of the Petitions while directing the Respondents therein to furnish the parameter-wise breakup of marks awarded to the Petitioners within ten days.

11. Consequently, the Respondent Nos.1 and 2, in compliance with the aforesaid Order, issued various communications to the Petitioners in May 2026, furnishing the parameter-wise breakup of the marks awarded to them under the various heads of technical evaluation. It is the case of the Petitioners that the disclosures so made neither provide the basis on which the marks were awarded under the respective parameters, despite the Petitioners having fulfilled the criteria

[4] hereinafter referred to as 'E TRAV Tech Ltd.-II'

stipulated in the RFPs, nor set out any reasons whatsoever for the break-up of marks so awarded. It is in these circumstances that the present batch of Petitions have been placed before us for adjudication.

12. Before proceeding to examine the arguments advanced by the parties herein, we also deem it relevant to provide the tabulated chart of the breakup of marks provided to the Petitioners for each of the Missions in compliance of the detailed scoring criteria prescribed under Part-III of Annexure J to the RFP titled as Technical Bid Evaluation Performa, which forms the basis of argument by the Petitioners.

13. The tabulated chart of the marks attained by the Petitioners against the 9 categories are as follows:

S. No.	**Criteria**	**Max. marks**	**Marks granted to the Petitioners in each country in the respective criteria**						
			E TRAV Tech Limited				**M/s Verasys Limited**		
			UAE	**Sing.**	**Aus.**	**Kuwait**	**Kuwait**	**Aus.**	**UAE**
1a	Location of the ICACs	8	8	7	7	**3.5**	3	6.6	7
1b	Parking facilities	5	4	5	4	3.5	**3**	**3.8**	**4.5**
2a	Area of ICACs	8	8	7.2	7.3	6	**6**	**6.9**	**6.5**
2b	Layout and Physical infrastructure of ICACs	10	7	**4**	9.8	**5**	5	5.7	10

3a	Number of submission counters	6	4.5	4.8	4.6	4.5	**4.5**	**4.75**	4.5
3b	Operational efficiency of the submission process	5	3.5	3.5	**2**	**2**	3	3.5	2
4a	Provision of Application Facilitating Services at ICACs	7	**3**	**3**	**4**	**3**	4	5	**2**
4b	Quality of Organisational Structure	6	4.5	4.5	6	4.5	3.5	4.5	4
5a	The availability of appointment slots	5	**0**	3.5	3.5	3.5	**3.5**	**3.5**	**0**
5b	Total Turnaround time	5	**0**	5	**0**	5	5	5	**0**
6	Call Centres	5	5	3	**1**	3.5	**3**	**0**	3
7a	Online enterpris	8	7	**5**	**3**	**3.5**	**3**	4	7

	e web application and innovative web design								
7b	Grievance Redressal Mechanism Arrangement and Analysis	7	**5**	**3**	**2**	**4**	**4**	4	**2**
8	Record of past performance with mission	8	4	4	4	4	4	4	4
9	Reputation of the bidding company	7	**4**	**3**	**4**	**0**	**0**	**0**	5
Total Marks		100	67.50	65.50	62.2	55.5	54.5	61.25	61.50

<u>SUBMISSIONS ON BEHALF OF PETITIONERS:</u>

14. Mr. Sanjay Jain, learned senior counsel appearing on behalf of E TRAV, and Ms. Saumya Gupta, learned counsel appearing on behalf of Verasys, addressed common submissions regarding the maintainability of the present Petitions before advancing their respective challenges to the technical evaluation. Since the legal issues

raised by both Petitioners substantially overlap, their submissions are being noticed together, while the Mission-specific and Criteria-specific challenges are dealt with separately wherever necessary.

15. At the outset, it has been argued that the present Petitions arise from a fresh cause of action, which arose after the disclosure of parameter-wise marks provided pursuant to the Supreme Court's Order dated 16.04.2026 in ***E TRAV Tech Ltd.-II*** *(Supra)*. Hence, it is for the first time that the legality of the disclosed evaluation will be adjudicated.

16. In this regard a reference is also made to the Judgment dated 10.03.2026 of this Court and Order dated 16.04.2026 of the Supreme Court, whereby liberty was expressly reserved in favour of the Petitioners to avail remedies in accordance with law if they were aggrieved by the disclosures subsequently made.

17. It was argued that E TRAV has emerged as the L-1 financial bidder in each of the four Missions, but its financial bids were not considered solely on account of arbitrary and illegal deductions made during the technical evaluation. In this regard, the following comparative chart was relied upon:

S. No.	**Country**	**Successful L-1 Bids**	**E TRAV's Bid**
1.	Canberra, Australia	114 AUD	38 AUD
2.	Abu Dhabi, UAE	19 AED	9 AED
3.	Kuwait	6 KWD	0.9 KWD
4.	Singapore	23.65 SGD	19 SGD

18. It is their case that the technical evaluation conducted by Respondent Nos.1 and 2 across the various tenders exhibits a consistent and systemic pattern of arbitrariness, namely:

(a.) departure from the evaluation methodology prescribed under the RFPs;

(b.) application of undisclosed comparative benchmarks;

(c.) deduction of marks despite objective compliance with the prescribed criteria;

(d.) inconsistent marking under identical parameters despite materially identical proposals;

(e.) complete absence of reasons explaining the deductions made by the Technical Evaluation Committees.

Accordingly, it has been argued that the challenge is not directed against the technical wisdom of the Evaluation Committees rather against the legality, transparency and fairness of the decision-making process adopted by the Respondent Nos.1 and 2.

19. Learned counsels further argued that despite the categorical statement recorded in Paragraph no.74 of the Judgment in ***E TRAV Tech Ltd.-I*** that reasons forming the basis of the break-up marks would be furnished, Respondent Nos.1 and 2 merely disclosed numerical marks without providing any evaluation remarks or reasons explaining the deductions under the individual criteria.

20. It was contended that such non-disclosure is contrary to Clause II(a) and (c) of the RFP, Rule 173(iv) of the General Financial Rules, 2017[5], and Clauses 3.5.2, 5.4.2 and 7.3.4.2(d) of the Manual of Procurement of Non-Consultancy Services (2025)[6], all of which require transparency in evaluation and communication of reasons.

21. It is their case that although judicial review in contractual matters is limited, this Court is empowered to examine whether the decision-making process is fair, transparent, non-arbitrary and free from discrimination or *mala fide*. It was further argued that tender evaluation criteria must be objective, certain and capable of uniform application, and that vague or undisclosed standards offend the doctrine of a level playing field under Article 14 of the Constitution. Reliance in this regard was placed on ***Banshidhar Construction Pvt. Ltd. v. Bharat Coking Coal Ltd. & Ors.***[7]; and ***Reliance Energy Ltd. v. Maharashtra State Road Development Corporation Ltd. & Ors.***[8].

22. The Petitioners challenged the technical evaluation under various Criteria across the tenders for Canberra (Australia), Abu Dhabi (UAE), Kuwait and Singapore. However, to avoid repetition, the submissions may broadly be classified under the following heads:

I. Application of undisclosed comparative evaluation methodology:

23. It was argued that Criteria 1(a), 2(b), 4(a), 6, 7(a), 7(b) and 9 contemplated comparative evaluation, whereby the bidder furnishing

[5] hereinafter referred to as 'GFR-2017'
[6] hereinafter referred to as 'Manual of 2025'
[7] (2024) 10 SCC 273
[8] (2007) 8 SCC 1

the "best offer" was to receive full marks and the remaining bidders were to be awarded proportionately lower marks. However, Respondent Nos.1 and 2 neither disclosed the benchmark constituting the "best offer" nor the comparative standards or evaluation methodology adopted for awarding proportionately lower marks.

24. It was contended that both Petitioners had furnished comprehensive proposals fully satisfying the requirements prescribed under the RFPs, including:

i. suitably located ICACs with comprehensive layouts and physical infrastructure [Criteria 1(a) and 2(b)];

ii. complete application facilitation services, including assistance in form filling, photography, photocopying and courier facilities [Criterion 4(a)];

iii. innovative web applications and digital platforms for online appointment scheduling, application tracking and multilingual interfaces [Criterion 7(a)];

iv. integrated grievance redressal mechanisms comprising multiple grievance channels, AI-enabled grievance management, chatbot facilities, MIS integration, structured escalation workflows, dashboard services, customer feedback mechanisms and CSAT monitoring [Criterion 7(b)];

v. comprehensive technology-enabled call centre infrastructure comprising IVR, web chat, chatbot, WhatsApp and e-mail support with a committed call waiting time of less than two minutes and sufficient operational capacity to handle applicant queries [Criterion 6].

vi. provided client references, each relating to services falling within the eligible categories, rendered within the preceding five years with a minimum duration of two years [Criterion 9].

25. Despite furnishing materially compliant proposals, the Petitioners were awarded disproportionately low marks under these comparative criteria without any disclosure of the proposal considered as the "best offer", the comparative benchmark adopted, the basis of proportional deductions; or any evaluation remarks explaining why their proposals were considered inferior. It was argued that the adoption of an undisclosed comparative methodology is contrary to the RFP conditions and violates the principles of transparency and equality.

II. Arbitrary evaluation of objective parameters contrary to the scoring matrix:

26. The Petitioners further submitted that several criteria, including Criteria 1(b), 2(a), 3(a), 3(b), 5(a) and 5(b), required objective assessment based upon compliance with predefined requirements and corresponding scoring matrices. However, despite complete compliance, marks were deducted without identifying any deficiency.

27. Learned counsels with effect to the aforesaid Criteria that the Petitioners had demonstrated:

i. adequate parking facilities in compliance with the RFP [Criterion 1(b)];

ii. setting up of ICACs in prime locations in accordance to the terms of the RFP [Criterion 2(a)];

iii. proposal of setting up counters as per the terms of RFP [Criterion 3(a)];

iv. demonstration of a streamlined and efficient submission process in accordance with the requirements prescribed under RFP [Criterion 3(b)];

v. demonstration of commitment to ensure appointment availability within five working days as prescribed thereunder as well as supporting technological infrastructure required to meet the said timeline [Criterion 5(a)]; and

vi. proposal for a turnaround time less than thirty minutes was made along with the detailed operational framework to achieve the said deadline [Criterion 5(b)].

28. It was nevertheless argued that Respondent Nos.1 and 2 awarded disproportionately low or even zero marks under these objective criteria, despite the RFP prescribing definite marks for compliance with the stipulated benchmarks.

29. In several instances, including Criteria 5(a) and 5(b), both the Petitioners in Abu Dhabi (UAE) and E TRAV under Criterion 5(b) in Canberra (Australia) was awarded zero marks despite proposing appointment availability and turnaround times fully conforming to the prescribed standards. No deficiencies, adverse findings or reasons were disclosed to justify such deductions.

III. Arbitrary evaluation of corporate credentials and institutional experience:

30. It was argued that Verasys had also been arbitrarily assessed under Criterion 9, which concerned corporate credentials and institutional reputation. According to the learned counsel, Verasys had produced extensive documentary material, including client references, testimonials, completed Government projects and evidence demonstrating substantial experience in Government-to-Citizen digital service delivery and execution of large-scale technology-enabled public service projects catering to millions of users.

31. Despite the aforesaid material, zero marks were awarded under this Criterion in Kuwait and Canberra (Australia) without recording any adverse finding regarding its credentials, reputation or past performance.

IV. Inconsistent evaluation under identical parameters:

32. Learned senior counsel for E TRAV further argued that the evaluation under Criterion 9 demonstrates inherent inconsistency and arbitrariness. The same client references, credentials, experience certificates and supporting documents were furnished across all four tenders and satisfied every eligibility requirement prescribed under the RFPs. However, despite identical material being evaluated, E TRAV received:

i. 4 out of 7 marks in Abu Dhabi (UAE);

ii. 4 out of 7 marks in Canberra (Australia);

iii. 3 out of 7 marks in Singapore; and

iv. 0 out of 7 marks in Kuwait.

It was argued that identical documentary material could not legitimately attract materially different scores unless reasons were recorded, which admittedly were never disclosed.

33. It was further submitted that similar inconsistencies are evident across several other comparative Criteria where materially identical proposals submitted by the Petitioners were awarded significantly different marks by different Technical Evaluation Committees without any explanation provided for the same.

SUBMISSIONS ON BEHALF OF RESPONDENTS:

34. Mr. Chetan Sharma, learned Additional Solicitor General, has argued that the present Petitions are a belated attempt to reopen a concluded tender process on account of failure of the Petitioners to secure minimum qualifying technical score of 70% marks.

35. It is his case that the Petitioners by way of the present Petitions, are re-agitating the issues which have been put to quietus by this Court by way of Judgment dated 10.03.2026 in ***E TRAV Tech Ltd.-I*** of this Court. It is their case that the said Judgment was substantially affirmed by the Supreme Court in ***E TRAV Tech Ltd.-II***. Hence, the present Petitions are barred by the principles of *res judicata* and constructive *res judicata*. While making reference to the Order of the Supreme Court it was also argued that in pursuance of the same, the Respondent Nos.1 and 2 were only under an obligation to provide the

break-up of marks and no reasons were to be provided for the same.

36. It has been argued that the evaluation of technical bids for CPV services falls exclusively within the domain of Expert Outsourcing Committees, which assessed the bids in accordance with the RFP, technical proposals, presentations and Mission-specific operational requirements. The Petitioners, while accepting the evaluation criteria, impermissibly seeks judicial re-appreciation of the marks awarded.

37. It was contended that the Petitioners' comparison of marks across different Missions is misconceived, as each Mission conducted an independent, comparative evaluation under separate RFPs, involving different bidders, local conditions and operational requirements. The Petitioners' repeated failure across all participating Missions itself demonstrates the comparative inadequacy of its proposals.

38. It was further submitted that the Petitioners' grievance regarding award of zero marks is selective, as several other bidders were also awarded zero under the same parameters. No procedural illegality, arbitrariness, *mala fide* or deviation from the RFP has been established.

39. It is the case of the Respondent Nos.1 and 2 that the technical presentations formed an integral part of the evaluation under Chapter XV of the RFP, read with Chapter VII and Annexure-J, and the assessment was based on both the written proposals and the explanations furnished before the Outsourcing Committees.

40. It was contended that, by executing the declaration under Annexure-E, the Petitioners expressly accepted the evaluation methodology and selection process. Having participated without protest, it cannot now challenge the tender conditions after being unsuccessful, and such conduct attracts the doctrine of approbate and reprobate.

41. It was further submitted that the RFPs are consistent with Rule 173 of the General Financial Rules, 2017, and the technical evaluation was conducted strictly in accordance with the prescribed criteria, ensuring transparency, fairness and competitiveness.

42. Lastly, while highlighting the limited scope of judicial review by this Court, reliance has been placed on ***Agmatel India Pvt Ltd v Resoursys Telecom***[9]***, Tata Motors Limited v The Brihan Mumbai Electric Supply & Transport Undertaking (best) and Ors.***[10]***, Jagdish Mandal v State of Orissa and Others***[11] ***and Uflex Ltd v Government of Tamil Nadu & Ors.***[12]**.**

43. Ms. Meenakshi Arora, learned senior counsel representing the Respondent No.3 in W.P.(C) 6848/2026, while relying upon the timelines provided under Chapter XVI of the RFP, has argued that in pursuance to the prescribed timelines provided thereunder, the Respondent No.3 has already taken steps to set-up CPV Services in Australia and had invested almost 20 million AUD in setting up of its facilitation after it was declared an L-1 Bidder.

---

[9] (2022) 5 SCC 362
[10] Civil Appeal No. 3897 of 2023 arising out of SLP (C) No. 15708 of 2022
[11] (2007) 14 SCC 517
[12] (2007) 14 SCC 517

ANALYSIS AND REASONING:

44. Having heard learned counsel representing the parties, the following issues arise for the consideration of this Court:

A. Whether the present Petitions are maintainable or barred by the principles of *res judicata* and constructive *res judicata* in view of the Judgment dated 10.03.2026 and Order dated 16.04.2026?

B. Whether the decision-making process adopted by the Respondent Nos.1 and 2 in evaluating the Petitioners' technical bids is arbitrary, opaque and violative of the constitutional requirements of fairness, transparency, reasonableness and equality under Articles 14 and 19(1)(g) of the Constitution?

C. Whether the failure of Respondent Nos.1 and 2 to record and communicate reasons for disqualification at technical bid stage and the parameter wise breakup provided thereof, vitiates the impugned technical evaluation of the Petitioners' bid?

In re: Issue A

45. Learned Additional Solicitor General, at the outset while challenging the maintainability of the present Petitions, has argued that the present proceedings are an attempt to reopen issues which have already been settled by this Court *vide* its Judgment in ***E TRAV Tech Ltd-I*** as such the present Petitions are barred by principles of *res judicata* and constructive *res judicata*. However, in our considered view, the said contention is liable to be rejected.

46. A careful reading of the aforesaid Judgment, particularly Paragraph No.62, makes it evident that this Court had consciously refrained from examining the merits of the technical evaluation, as the financial bids had not yet been opened and no comparative assessment was possible. The Court had, therefore, found the challenge to the technical disqualification premature, being founded on alleged arbitrariness in a process which was still incomplete.

47. Moreover, it is pertinent to note that the learned Additional Solicitor General had, at that stage, made a statement before this Court that the parameter-wise marks along with reasons would be disclosed upon completion of the tender process. Accordingly, this Court while recording the aforesaid submission, declined interference and expressly granted liberty to the Petitioners to pursue their remedies in accordance with law after such disclosure.

48. Additionally, the Order of Supreme Court in ***E TRAV Tech Ltd.-II*** *(Supra)* is also of significant consideration, since the Court while declining to interfere with the Judgment of this Court, clarified that the said Judgment would not preclude the Petitioners from raising all permissible contentions, including those urged earlier, thereby preserving their right to challenge the evaluation once the relevant material was disclosed.

49. Consequently, the communications issued in May 2026, disclosing parameter-wise marks constitute the first occasion when the Petitioners became aware of the manner in which their bids had actually been evaluated. The present challenge is founded entirely on

this subsequent disclosure, which gives rise to a fresh cause of action.

50. The doctrine of *res judicata*, embodied in Section 11 of the Code of Civil Procedure, 1906 applies only where the issue directly and substantially in question has been finally decided in earlier proceedings. Since the legality of the disclosed parameter-wise evaluation neither arose nor could have been examined in the earlier writ petitions, the present challenge is not barred. Similarly, the plea of constructive *res judicata* is untenable, as the Petitioners cannot be expected to challenge material that was admittedly unavailable when the earlier Petitions were instituted.

51. The settled position of law is that a subsequent proceeding founded on a fresh cause of action arising from later disclosure of material is not barred by *res judicata*. [Ref: ***Forward Construction Co. v. Prabhat Mandal***[13], ***State of Uttar Pradesh v. Nawab Hussain***[14]***,*** and ***Hope Plantations Ltd. v. Taluk Land Board***[15]].

52. Accordingly, we hold that the present Petitions arise from a fresh cause of action flowing from the disclosure of the parameter-wise evaluation pursuant to the Orders of this Court and the Supreme Court. Therefore, preliminary objection raised by the Respondent Nos. 1 and 2 is rejected.

<u>In re: Issue B</u>

53. Having considered the rival submissions, we are of the

[13] (1986) 1 SCC 100
[14] (1977) 2 SCC 806
[15] (1999) 5 SCC 590

considered view that the present controversy extends beyond the correctness of the marks awarded to the Petitioners under evaluation criteria. The challenge essentially lies against the legality of the decision-making process adopted by the Respondent Nos.1 and 2 while evaluating the technical bids of the Petitioners.

54. The issue before this Court is not whether a different score ought to have been awarded, rather whether the evaluation process satisfies the constitutional requirements of fairness, transparency, reasonableness and non-arbitrariness.

55. Before dealing with the arguments raised by the parties, we deem it appropriate to delineate the jurisprudence settled by the Supreme Court governing tender matters. In ***Tata Cellular v. Union of India***[16], it was held that although the Government enjoys freedom in contractual matters, its decisions remain amenable to judicial review on the grounds of illegality, irrationality and procedural impropriety.

56. In ***Jagdish Mandal v. State of Orissa***[17], the Supreme Court while dealing with the scope of judicial review, delineated the scope of a writ Court and framed three questions, which a writ Court shall take into consideration before exercising its jurisdiction:

i. whether the process or decision is *mala fide* or intended to favour someone; or

---

[16] (1994) 6 SCC 651
[17] (2007) 14 SCC 517

ii. whether it is so arbitrary and irrational that no responsible authority acting reasonably could have taken it; and

iii. whether public interest is affected.

If the answers to aforestated questions are in the negative, there should be no interference, even if some procedural error or some prejudice to an individual bidder is shown.

57. The Supreme Court has uniformly held that while deference is owed to expert bodies on technical matters, such deference presupposes that the evaluation has been conducted fairly, transparently and in accordance with the declared criteria. Judicial restraint cannot be invoked to shield arbitrary administrative action from constitutional scrutiny. [Ref: ***Michigan Rubber (India) Ltd. v. State of Karnataka***[18], ***Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corporation Ltd.***[19], ***Montecarlo Ltd. v. NTPC Ltd.***[20] *and* ***Silppi Constructions Contractors v. Union of India***[21]].

58. It is trite law that this Court, while exercising its writ jurisdiction does not sit in appeal over the decisions of expert bodies or undertake a comparative assessment of technical bids. However, the settled distinction between review of the merits of a decision and review of the decision-making process cannot be overlooked.

59. In matters pertaining to public procurement, the constitutional requirement of fairness assumes greater significance. Articles 14 and

[18] (2012) 8 SCC 216
[19] (2016) 16 SCC 818
[20] (2016) 15 SCC 272
[21] (2020) 16 SCC 489

19(1)(g) of the Constitution, when read together embody the doctrine of a level playing field, ensuring that every bidder competes on equal and predetermined terms. The Supreme Court in ***Reliance Energy Ltd. v. Maharashtra State Road Development Corporation Ltd.***[22], held that the evaluation criteria must possess legal certainty and cannot rest upon vague, undisclosed or subjective benchmarks. Hence, any departure from the declared methodology or application of hidden standards not only undermines competitive bidding but also violates the guarantee of equality under Article 14 of the Constitution.

60. Subsequent decision of the Supreme Court in ***Agmatel India Pvt. Ltd. v. Resoursys Telecom***[23] and ***Uflex Ltd. v. Government of Tamil Nadu & Ors.***[24], while emphasising on judicial restraint, have also recognised that the Courts may intervene in cases of arbitrariness or irrationality or where the evaluation process is struck by *mala fide* or arbitrariness, respectively.

61. Having delineated the scope of interference by this Court as settled by the Supreme Court, we shall now proceed to examine the arguments made by the parties.

62. Applying the aforesaid principles, we find considerable substance in the Petitioners' grievance that the disclosed parameter-wise evaluation suffers from multiple infirmities. Although parameter wise marks have now been furnished, the Respondent Nos.1 and 2 have failed to disclose the basis/reason on which such marks were

[22] (2007) 8 SCC 1
[23] (2022) 5 SCC 362
[24] 2021 INSC 492

awarded. The evaluation sheets neither identify deficiencies in the Petitioners' proposals nor disclose the comparative benchmarks applied while awarding proportionately lower marks under comparative criteria. Consequently, the Petitioners have been left without any means to ascertain why their otherwise compliant proposals were considered inferior to those of competing bidders.

63. The aforesaid deficiency is particularly evident in Criteria 1(a), 2(b), 4(a), 6, 7(a), 7(b) and 9 requiring comparative evaluation by awarding full marks to the bidder furnishing the "best offer" and proportionately lower marks to others. While such comparative assessment is permissible, it necessarily requires disclosure of the objective standards governing the comparison.

64. Another significant feature of the disclosed evaluation under the comparative evaluation Criteria is evident from the inconsistency in marking under identical parameters, in particular under Criterion 9 which deals with the Reputation of the bidding company, the details of the same are reproduced hereunder:

S. No.	Criteria	Scoring Criteria/Remarks
9	**Reputation of the bidding company** in the market and quality of non-GOI client list and references received from them. **(07 marks)** 1. Minimum three references required 2. Period of referred service should not be	Based on the information provided by the bidding companies, the marks will be awarded. The bidder with best market reputation and references should be awarded 07 marks. The others will be awarded less marks on a scale relative

	more than five years old with the length of service being minimum of two years. 3. The services under reference should pertain to categories of services eligible for the present tender process	to the best offer. At the other end, bidding companies not satisfying the stipulated requirement, will be given zero mark.

As is evident, the marks under the present Criterion were to be awarded on the basis of information furnished by the bidders, with the bidder having the best market reputation to be awarded 7 marks and remaining bidders being awarded proportionately lower marks.

65. E TRAV under the said Criterion provided substantially identical documentary material across all four Missions, comprising six client references evidencing services rendered during the preceding five years. Amongst these, five client references displayed continuous service for a minimum period of two years in the categories prescribed under the RFP. However, despite the uniformity in the material provided by E TRAV, the Technical Evaluation Committees awarded widely distinct marks, including 4 out of 7 marks in Abu Dhabi (UAE) and Canberra (Australia) with 3 out of 7 marks in Singapore; and 0 out of 7 marks in Kuwait.

66. Similarly, Verasys under the aforementioned Criterion, also provided substantially identical documentary material across all four Missions, comprising 9 client references evidencing services, prescribed under the RFP, rendered during the preceding five years for

a minimum period of two years. Nevertheless, the Technical Evaluation Committee, on the basis of documents so produced, awarded Verasys 5 out of 7 marks in Abu Dhabi (UAE) whereas 0 out of 7 marks in Canberra (Australia) and Kuwait.

67. In the absence of any disclosed benchmark or comparative analysis, the evaluation becomes incapable of objective verification and rests entirely upon subjective discretion. Such an approach, in the opinion of this Court, is contrary to the principle of a level playing field and cannot withstand scrutiny under Article 14 and 19(1)(g) of the Constitution.

68. Likewise, the deductions made under objective evaluation parameters under Criteria 1(b), 2(a), 3(a), 3(b), 5(a) and 5(b) are equally unsustainable. The details of the Criteria are as follows:

S. No.	Criteria	Scoring Criteria/Remarks
1b	**Parking facilities** with capacity and type of parking **(5 Marks)**	i) 5 Marks- Exclusive Parking with adequate slots in ICAC ii) 4-Marks- Adequate parking slots in or near ICAC iii) Less than 4 Marks – for Inadequate slots/slots not closer to ICAC.
2a	**Area of ICACs** (Refer to 1(A) (xi) of Chapter VII) **(8) Marks)**	i) 6 marks- Minimum Prescribed Area ii) Offer with Area more than the prescribed Minimum will be given higher marks relative to (i) above iii) 0 Marks- Less than the Minimum prescribed Area

3a	**Number of submission counters** Refer to 1(A) (xi) of Chapter VII) **(06 marks)**	i) 4.5 Marks- Minimum Prescribed Number of counters ii) Offer with counters more than the minimum prescribed will be given higher marks relative to (i) above iii) 0-Marks- Less than the Minimum Number of counters
3b	**Operational efficiency** **of the submission** **process** - to be explained by the bidder (i) Reception (ii) Enquiry/ information (iii) Examination of documents (iv) Verification of the latest photo and application form (v) Bio-metric collection (vi) Submission (vi) Fee collection (viii) Delivery etc. **(5 marks)**	Marks will be given, as per the Mission's judgment on the basis of information provided by the bidding company, as under: i) 3.5 Marks- Optimal Process ii) Offer with the submission process better than the optimal, will get higher marks relative to (i) above. iii) Less than 3.5 Marks for the suboptimal submission process
5a	**The availability of appointment slots** at ICACs within 05 working days **(5 marks)** The proposed appointment slot management system to be described by the bidder. Also, the bidder shall explain how will they ensure the	i) 3.5 Marks- Offer which ensures the minimum prescribed appointment window of five days. ii) Offer which ensures appointment slots in less than 05 working days will be given a higher mark relative to (i) above, subject to the

	proposed appointment window (even in case of surge), given their resources.	explanation to handle appointments with commensurate resources iii) 0 Marks- Offer with appointment window of more than 05 days.
5b	**Total Turnaround time** for submission (from the time of entry/token generation to the time of generation payment receipt (Subject to a maximum of 30 minutes) **05 Marks** The bidder needs to explain how they will ensure the proposed Turn Around Time, given the processes and resources (physical and human).	i) 5 Marks - Prescribed Turn Around Time (30 minutes) ii) 0 Marks- More than 30 Minutes

The RFPs as noticed hereinabove prescribed measurable standards relating to parking facilities, area of ICACs, number of submission counters, appointment availability, turnaround time and operational preparedness.

69. Under Criterion 5(a), bidders expressly committed to providing appointment slots of less than five days were entitled to 5 marks. E TRAV proposed the availability within five days and explained the appointment management system and operational framework through which the prescribed timeline would be achieved. Despite submitting materially identical proposals in all four Missions, E TRAV was

awarded 3.5 marks in the Canberra (Australia), Singapore and Kuwait Missions, but 0 marks in the Abu Dhabi (UAE) Mission. Similarly, Verasys, despite proposing availability of appointment slots at ICACs within 4 days was awarded 3.5 marks in Kuwait and Canberra (Australia) and 0 marks in the Abu Dhabi (UAE) Mission.

70. Likewise, under Criterion 5(b), bidders proposing a turnaround time of 30 minutes or less were entitled to 5 marks. E TRAV, despite proposing a turnaround time of less than 30 minutes, was awarded 0 marks in the Canberra (Australia) and Abu Dhabi (UAE) Missions, while receiving 5 marks for the materially identical proposal in the Singapore and Kuwait Missions. Likewise, Verasys, despite proposing a turnaround time of 28 minutes in all three Missions, was awarded 5 marks in the Canberra (Australia) and Kuwait Missions but 0 marks in the Abu Dhabi (UAE) mission.

71. Under Criterion 1(b), the scoring criteria was to award 5 marks for exclusive parking with adequate slots at the ICAC. Verasys in Kuwait Mission proposed 4 exclusive parking spaces each at Kuwait City and Fahaheel with 70 and 75 paid/open parking slots respectively, 3 exclusive parking spaces at Jleeb Al Shuwaikh (Abbasiya) with 70 paid/open parking slots, and 2 exclusive parking spaces at Jahra with 50 paid/open parking slots, which were more than adequate to meet the anticipated daily applications. Nevertheless, only 3 out of 5 marks were awarded.

72. In the Canberra (Australia) Mission, Verasys proposed 1 exclusive parking space at Adelaide, 6 at Brisbane, 3 each at Canberra

and Melbourne, and 2 each at Perth and Sydney, together with 100 paid/open parking slots at all locations yet received only 3.8 out of 5 marks.

73. Likewise, in the Abu Dhabi (UAE) Mission, Verasys proposed the following:

S. No.	Location	Exclusive Parking	Paid/Open Parking
1.	Al Khalidiya/Al Danah	5	130
2.	Al Reem	3	160
3.	Musaffah	4	100
4.	Al Ain	4	90
5.	Ghyathi	2	80
6.	Madinat Zayed	2	100
7.	Dubai (Bur Dubai)	10	40
8.	Dubai(Furjan/Jebel Ali/DIP)	5	125
9.	Sharjah (Al Majaz)	2	100
10.	Sharjah (Rolla)	4	30
11.	Ajman (Al Jerf)	2	60
12.	Fujairah	3	90
13.	Umm Al Quwain	3	75
14.	Khorfakkan (Corniche/Subara)	4	35
15.	Kalba	4	40
16.	Ras Al Khaimah (Nakheel/Khujan/Mareed)	5	80

No reasons were provided for the deduction of 0.5 marks while assessing the said proposal as to how the same does not meet the prescribed criteria of the RFP.

74. Under Criterion 2(a), as per the scoring criteria offer with more than prescribed minimum area was to be given higher marks than 6. In the Kuwait Mission, against the prescribed minimum area of 6000 sq. ft. at Kuwait City, 5000 sq. ft. each at Fahaheel and Jleeb Al Shuwaikh (Abbasiya), and 1000 sq. ft. at Jahra, Verasys proposed 6270 sq. ft., 5230 sq. ft., 5300 sq. ft. and 1290 sq. ft. respectively, but was awarded only 6 out of 8 marks.

75. In the Canberra (Australia) Mission, against the prescribed minimum areas of 2700 sq. ft. (Adelaide), 4000 sq. ft. (Brisbane), 1500 sq. ft. (Canberra), 6000 sq. ft. (Melbourne), 1500 sq. ft. (Perth) and 4800 sq. ft. (Sydney), Verasys proposed 2799 sq. ft., 4338 sq. ft., 2476 sq. ft., 6135 sq. ft., 2372 sq. ft. and 5253 sq. ft. respectively, all of which exceeded the prescribed minimum area, yet received only 6.9 out of 8 marks.

76. Similarly, in Abu Dhabi (UAE), the following was proposed-

S. No.	Location	Min. Area Prescribed in RFP (sq. ft.)	Area proposed by Verasys
1.	Al Khalidiya/Al Danah	3,500	3,800
2.	Al Reem	2,500	2,600
3.	Musaffah	2,500	2,670
4.	Al Ain	1,200	1,420
5.	Ghyathi	800	875

6.	Madinat Zayed	800	900
7.	Dubai (Bur Dubai)	10,000	10,441
8.	Dubai(Furjan/Jebel Ali/DIP)	5,000	5,100
9.	Sharjah (Al Majaz)	3,500	3,700
10.	Sharjah (Rolla)	500	550
11.	Ajman (Al Jerf)	800	904
12.	Fujairah	1,000	1,120
13.	Umm Al Quwain	1,000	1,000
14.	Khorfakkan (Corniche/Subara)	1,000	1,000
15.	Kalba	1,000	1,000
16.	Ras Al Khaimah (Nakheel/Khujan/Mareed)	1,000	1,100

As evident, despite exceeding the prescribed minimum area in most of the locations, Verasys was awarded only 6.5 out of 8 marks.

77. Under Criterion 3(a), marks higher than 4.5 were envisaged where the bidder proposed counters exceeding the prescribed minimum number. In the Kuwait Mission, against the prescribed minimum number of 14 counters at Kuwait City and 13 counters each at Fahaheel and Jleeb Al Shuwaikh (Abbasiya), Verasys proposed 16, 14 and 14 counters respectively, together with 3 counters at Jahra, but received only 4.5 out of 6 marks. Likewise, in the Canberra (Australia) Mission, against the prescribed minimum of 8 counters at Adelaide, 6 at Brisbane, 3 at Canberra, 15 at Melbourne, 9 at Perth and 12 at Sydney, Verasys proposed 9, 6, 3, 16, 9 and 12 counters respectively, yet was awarded only 4.5 out of 6 marks.

78. Under Criterion 3(b), bidders providing an optimal process were to awarded 3.5 marks and offers with better than optimal process was to be awarded higher marks. E TRAV submitted an identical proposal across all four Missions, detailing a comprehensive technology-enabled end-to-end application submission process covering reception, enquiry, document examination and verification, biometric enrolment, application submission, fee collection and document delivery.

79. The proposal further envisaged document pre-check counters, automated queue management, real-time dashboard tracking, SMS/e-mail notifications, AI-enabled chatbot and WhatsApp support, integrated appointment scheduling, dedicated operational staff and adequate processing capacity to efficiently manage the anticipated applicant volume. Despite satisfying the prescribed benchmark of an optimal process, E TRAV was awarded only 2 marks in the Canberra (Australia) and Kuwait Missions, while the materially identical proposal received 3.5 marks in the Abu Dhabi (UAE) and Singapore Missions.

80. It is evident that the Petitioners have specifically demonstrated compliance with these requirements. Nevertheless, they have been awarded disproportionately low, and in certain instances zero marks without identifying any deficiency in their proposals or furnishing any explanation for the departure from the prescribed evaluation criteria, thereby rendering the evaluation arbitrary and incapable of objective verification.

81. The Petitioners have pointed out instances where materially identical proposals and supporting documents were awarded substantially different marks across different Missions, despite there being no apparent distinction in the material placed before the respective Technical Evaluation Committees.

82. In the absence of any recorded reasons for such varying assessments, the distinct allocation of marks appears unsupported by any objective basis. Consistency in evaluating substantially identical material becomes an essential facet of a fair and transparent tender process, and any departure therefrom must be supported by cogent reasons borne out by the record. However, such inconsistency, unsupported by any recorded reasoning, further reinforces the allegation of arbitrary evaluation.

83. We are also unable to accept the submission of the Respondent Nos.1 and 2 that any deficiencies stood explained through oral presentations made before the Technical Evaluation Committees. Even if oral presentations formed part of the evaluation, they cannot substitute recorded reasons or justify undisclosed standards. If deductions were founded upon shortcomings noticed during such presentations, those shortcomings ought to have been reflected in the contemporaneous evaluation records. Their absence renders the evaluation opaque and incapable of meaningful scrutiny.

84. In the aforesaid circumstances, we are satisfied that the challenge made by the Petitioners is directed not against the technical assessment itself but against the legality of the decision-making

process adopted by them. The use of undisclosed comparative standards, unexplained deductions under objective criteria, inconsistent marking and complete absence of recorded reasons strikes at the heart of transparency, fairness and equality in public procurement.

85. The opacity of the evaluation is further reinforced by failure of the Respondent Nos.1 and 2 to comply with Clauses 5.4.2 and 7.3.4.2(d) of the Manual of 2025. While Clause 5.4.2 mandates disclosure of the comparative summary of the technical evaluation to participating bidders, Clause 7.3.4.2(d) requires the procuring entity to debrief unsuccessful bidders by explaining the evaluation of their proposals. However, as is evident no such comparative summary or meaningful debriefing was provided to the Petitioners, thereby undermining the transparency of the evaluation process.

86. Before concluding, there is yet another aspect which requires the consideration of this Court. As discussed hereinabove, judicial review of the decision-making process in matters alike serves not merely the interest of an unsuccessful bidder but the larger public interest. During the course of argument, Mr. Sanjay Jain, learned senior counsel representing E TRAV, has placed on record a comparative statement showing that E TRAV had quoted substantially lower financial bids than the successful bidders in all the concerned Missions. The said position has not been disputed by the Respondents.

87. In this backdrop, the integrity of the technical evaluation assumes added significance, since any arbitrariness or lack of

transparency at the stage of evaluation of technical bids directly impacts the selection of higher-priced bids, thereby affecting public exchequer. Therefore, exclusion of a lower bidder on the basis of an arbitrary evaluation process, is not merely an individual grievance but also raises concerns of public interest under Article 14 of the Constitution.

In re: Issue C

88. Another equally fundamental issue concerning the present Petitions is the absence of recorded reasons supporting the rejection of Petitioners at the stage of technical bid and the parameter wise breakup provided, subsequently.

89. In our view, the absence of reasons constitutes the most fundamental infirmity affecting the impugned evaluation. Rule 173(iv) mandates transparency in the procurement process, requiring disclosure of reasons for rejection of bids. Mere communication of parameter-wise marks, without indicating the reasons or factual basis for deductions or comparative assessment, neither demonstrates application of mind nor enables the Petitioners to understand why their otherwise compliant proposals were found deficient.

90. The obligation to record and communicate reasons is further reinforced by Rule 189 of the GFRs, 2017, which requires the Evaluation Committee to record reasons while evaluating and rejecting technical proposals. Similarly, Chapter XV, Clause B(II)(a) of the RFP mandates that unsuccessful bidders be informed of the reasons for their disqualification. Recording reasons is an

indispensable component of fair administrative action, as it ensures application of mind, curbs arbitrariness, facilitates judicial review and assures bidders that the evaluation has been undertaken on relevant considerations. [Ref: ***Kranti Associate(P) Ltd. v Masood Ahmed Khan***[25]].

91. Moreover, at this stage, we can also not lose sight of the fact that this Court in ***E TRAV Tech Ltd.-I***, while affirming the submission of the Petitioners therein under Paragraph No.64 that the reasons for their disqualification ought to be communicated, also recorded the statement of the learned Additional Solicitor General under Paragraph No.74 that the reasons for such disqualification shall be conveyed upon completion of the tender process. Moreover, the Supreme Court in ***E TRAV Tech Ltd.-II***, declined to interfere with the Judgment in ***E TRAV Tech Ltd.-I*** and observed as under:

> *"We are not inclined to interfere with the impugned order of the High Court. However, in view of the specific stand taken by the respondent themselves before the High Court, we direct the respondents to furnish to the petitioner the break-up of the marks within a period of ten days from the date of receipt of a copy of this order."*

92. The aforesaid references so made unequivocally establish that the Respondent Nos.1 and 2 were under an obligation to communicate the reasons underlying the Petitioners' disqualification. The Supreme Court, while directing the furnishing of break-up of marks, consciously refrained from interfering with the Judgment of this Court and, consequently, left undisturbed the statement recorded on behalf

---

[25] (2010) 9 SCC 469

of the Respondents. Therefore, the obligation undertaken before this Court, continued to bind the Respondent Nos.1 and 2.

93. The argument of learned Additional Solicitor General that the Order of the Supreme Court merely required the Respondents to furnish the break-up of marks, without any corresponding obligation to disclose the reasons thereof, cannot be accepted. It is for the reason that, such an interpretation is contrary to the tenor of the Order passed by the Supreme Court, which neither modified nor diluted the undertaking recorded before this Court.

94. Hence, in the absence of any express stay or variation of the said undertaking, the Respondent Nos.1 and 2 remained bound to disclose the reasons forming the basis of the marks awarded. Their failure to do so, particularly in light of the settled principles requiring transparency and reasoned decision-making in public procurement, vitiates the impugned tender process.

95. We are also unable to accept the submission of the Respondent Nos.1 and 2 that any deficiencies stood explained during oral presentations before the Technical Evaluation Committees. Even assuming that such presentations formed part of the evaluation, they cannot substitute recorded reasons. If deductions were founded upon shortcomings noticed during such presentations, those shortcomings ought to have been reflected in the contemporaneous evaluation records. Their absence renders the evaluation opaque and incapable of meaningful scrutiny.

96. Therefore, we are of the considered view that failure of the Respondent Nos.1 and 2 to record and communicate reasons for the technical evaluation violates Rules 173(iv) and 189 of the GFRs 2017, as well as Chapter XV, Clause B(II)(a) of the RFP, rendering the decision-making process opaque, arbitrary and contrary to the principles of natural justice and fair administrative action. The impugned evaluation is liable to be set aside on this ground as well.

CONCLUSION:

97. In view of the foregoing analysis and discussion, this Court finds merits in the challenges raised by the Petitioners in the present Petitions.

98. In the considered view of this Court, the parameter-wise marks awarded to the Petitioners are vitiated by arbitrariness, irrationality and lack of transparency, rendering the impugned technical evaluations unsustainable under Article 14 of the Constitution.

99. Accordingly, the present Petitions are allowed. The impugned technical evaluation processes are set aside. Consequently, award of tender in favour of the private Respondents shall also stand nullified.

100. The Respondent Nos.1 and 2 are directed to issue fresh RFP for procurement of CPV Services across all four Missions, namely, Abu Dhabi (UAE), Kuwait, Singapore and Canberra (Australia), within a period of one month from the date of this judgment and make sincere efforts to conclude the process at the earliest.

101. Meanwhile, the existing incumbents may be permitted to continue providing the aforesaid services across all four Missions in order to ensure that there is no disruption in the provision of public services or inconvenience to the public, until the fresh tender process is concluded and the successful (L-1) bidders are selected in accordance with law.

102. All the pending applications also stand closed.

ANIL KSHETARPAL, J.

SHAIL JAIN, J.

JULY 15, 2026
jn/hr