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

% *Date of Decision : 21.07.2026*

+ **W.P.(C) 5890/2025 & CM APPL. 26858/2025**

M/S. SRR IPL-EVRASCON (JV)

.....Petitioner

Through: Mr. Sidhant Dwibedi, Mr. Aditya Acharya and Mr. Manoj Kumar, Advocates.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr Vikram Jetly, CGSC, Mr. Rudra Palival and Ms Shreya Jetly, Advocates.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

V. KAMESWAR RAO, J. (ORAL)

1. The petitioner has filed this petition with the following prayers:-

“i) admit this writ petition,

ii) issue writ of certiorari or any other appropriate writ, order or direction quashing the decision dated 23.04.2025 (Annexure P-7) whereby the petitioner's technical bid is rejected to be nonresponsive as per clause 2.1.11 of RFP

iii) issue writ of Mandamus or any other appropriate writ, order or direction directing respondents No.1 and 2 to open the financial bid of the Petitioner



pursuant to holding the bid of the Petitioner as technically responsive and take appropriate decision,

iv) issue writ of Mandamus or any other appropriate writ, order or direction to respondents to declare the petitioner as the lowest bidder instead of respondent No.3 and take the decision accordingly.

v) issue any appropriate writ(s)/ order(s)/direction(s) as this Hon'ble Court deems fit and reasonable.

vi) pass any other or further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case."

2. In effect, the petitioner is challenging the decision of the respondents dated 23.04.2025 whereby the petitioner's technical bid was rejected to be non-responsive as per the Clause 2.1.11 of the Request For Proposal (RFP). On 04.09.2024 the tender was issued by the respondents No.1 and 2 for execution of the work namely "New BG line on diversion alignment from CH: 699200m to Ch:715150m (15.95 Km) and Gauge conversion of existing MG line from CH:715150m to CH:726700m (11.55 Km) on existing MG alignment for a total length of 27.50 Km including Electrical General services between Pro. Hiwarkhed Station (Incl.) and Akot Station (Excl.) as a part of Gauge Conversion of Akola-Khandwa MG line in the State of Maharashtra of Nanded Division, of South Central Railway".

3. As stated above, the bid of the petitioner was rejected as being non-responsive on account of non-compliance of the Clause 2.1.11 of the RFP, which we reproduce as under:-

"2.1.11 In case the Bidder is a Consortium/Joint Venture, it



shall comply with the following additional requirements:

(a) number of members in a Consortium/Joint Venture shall not exceed 4 (Four);

(b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium/Joint Venture;

(c) members of the Consortium/Joint Venture shall nominate one member as the Lead Member (the "Lead Member"). Lead Member shall have a minimum 51% shareholding in Consortium/Joint Venture. Technical Capacity as per Clause 2.2.2.1(ii) is to be satisfied by any member of Consortium/Joint Venture having minimum 26% shareholding in Consortium/Joint Venture. The nomination of Lead Member shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium/Joint Venture. Consortium/Joint Venture as whole shall cumulatively/collectively fulfil the 100% Technical Capacity as per Clause 2.2.2.1(i) and 100% Financial Capacity as per Clause 2.2.2.2.

(d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;

(e) The Lead Member shall carry out works directly under its own supervision and through its own personnel for at least 30% of the total value of the project in accordance with provision of draft EPC Agreement.

(f) members of the Consortium/Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix IV (the "Jt. Bidding Agreement"), for the purpose of making the Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

(i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Consortium/Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each



member.

(ii) include a statement to the effect that all members of the Consortium/Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the Defect Liability Period is achieved in accordance with the draft EPC agreement;

(g) Approval for change of constitution of Consortium/Joint Venture shall be at sole discretion of the Authority. The constitution of the Consortium/Joint Venture shall not be allowed to be modified after submission of the Bid by the Consortium/Joint Venture, except when modification becomes inevitable due to Succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by Consortium/JV. However, the Lead member shall continue to be the Lead Member of the Consortium/Joint Venture. Failure to observe this requirement would render the offer invalid. Similarly, after the contract is awarded, the constitution of Consortium/Joint Venture shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to Succession laws etc., provided further that it does not change the minimum eligibility criteria. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.”

4. The petitioner is a Joint Venture (JV) of the respondent nos.4 and 5 for the specific purpose of execution of the Railway projects. The impugned communication dated 23.04.2025 would only state that the “*Bid is not responsive as per Clause No.2.1.11 of the RFP*”.

5. In any case, the response filed by the respondent nos.1 & 2 stated that the bids of the contractors are evaluated based on the tender conditions published in the RFP documents and the specific clauses are provided for



the guidance of the bidders including formats for Power of Attorney (POA), JV agreement, Technical and Financial Eligibility, etc. The bidders are aware of the full process while submitting their bids since the details as submitted can be seen by the bidders on the interactive view while submitting their bids.

6. It is stated that the petitioner failed to submit the supporting documents as required in connection with the Appendix -IV i.e., in terms of 2.11.1(d) and POA for nomination of Lead Member executed as per Clause 2.1.11 (c). The case of the respondents is that the JV agreement was signed by Shri Krishna Chandra Behera on behalf of M/s. EVRASCON (member of JV), is without any authorisation by the Board of M/s. EVRASCON or sub-delegation of power by the authorised person Shri Ajay Kumar Sharma to Shri Krishna Chandra Behera. It is also stated that the bidder has not submitted any document of authority which empowers Shri Krishna Chandra Behera to enter into the JV agreement. Thus, the JV agreement is not valid as per the terms and conditions of RFP. Even the POA dated 13.12.2024 for nomination of Lead Member of JV Agreement executed as per Clause 2.1.11(c) of the RFP has been signed by Shri Kirishna Chandra Behra on behalf of M/s. EVRASCON is without any authorisation by the Board of M/s. EVRASCON or sub-delegation of power by the authorised person Shri Ajay Kumar Sharma to Shri Krishna Chandra Behera. In other words, the petitioner has not submitted any document of authority empowering Shri Krishna Chandra Behera to execute the above documents.

7. It is clarified by the respondent nos.1 and 2 that the POA given by



Shri Ajay Kumar Sharma to Shri Krishna Chandra Behera is for signing of the bid in terms of Clause 2.1.5, Appendix II and not for executing documents as per Appendix III and IV.

8. A reference is also made that in similar circumstances M/s. SRR IPL, the petitioner herein, has entered into a JV Agreement with M/s. Prasad & Company (Project Works) Private Limited wherein the conditions were scrupulously followed, i.e., the POA for appointing the Lead member (Appendix-III) was signed on behalf of the company by its authorised representative. Similarly, the joint bidding agreement for JV was executed by the Company, which is not the position in the present case, as Shri Krishna Chandra Behera, who has executed the documents as per the Appendix III and IV, did not have the authorisation from the Board and it is in this regard, the bid was rejected as non-responsive.

9. A perusal of the Clause 2.1.11, more specifically sub-Clause (c) and (f) clearly contemplates for nomination of one member as Lead Member, is to be supported by POA as per Appendix III and the Joint bidding agreement as per the form in Appendix IV. The same having been executed by a person without authority from the Board was rejected by the respondents; we are of the view that the said documents were rightly rejected by the respondents.

10. In view of the limited question raised in this petition, we are of the view that the impugned communication dated 23.04.2025, rejecting the bid of the petitioner, as non-responsive in terms of Clause 2.1.11 of the RFP, cannot be faulted with.



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11. Accordingly, the petition being devoid of any merits, is dismissed.
The pending application is also dismissed.

V. KAMESWAR RAO, J

MANMEET PRITAM SINGH ARORA, J

JULY 21, 2026
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