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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision : 20.08.2026

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CNR No. DLHC010381792026

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W.P.(C) 11866/2026 & CM APPL. 54889/2026**SMC INFRASTRUCTURES PRIVATE LIMITED** Petitioner

Through: Mr. Ankit Jain, Sr. Advocate with Mr. Rahul Dhawan, Mr. Vishesh Issar, Mr. Krishna Parkhani, Mr. Himanshu Chakravarty, Ms. Vaishali Singh, Mr. Vardan Sharma, Ms. Apurva Tyagi and Mr. Procheto Das, Advocates.

versus

**MUNICIPAL CORPORATION OF
DELHI AND ANR**

.....Respondents

Through: Mr. Tushar Sannu, SC MCD with Mr. Vaibhav Tripathi, Mr. Fajallu Rehman and Mr. Hardik Saxena, Advocates

CORAM:**HON'BLE MR. JUSTICE V. KAMESWAR RAO****HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA****V. KAMESWAR RAO, J. (ORAL)**

1. This petition has been filed with the following prayers:-

“A. Issue a Writ, in the nature of Mandamus or any other appropriate Writ, order or direction directing the Respondent No.1 and 2 to accept the physical copy of the EMD of the Petitioner, along with the bids of other participants, while opening the technical bids for



tender dated 24.07.2026;

B. Allow the present petition and direct the Respondents to consider the technical/financial evaluation of the bid submitted by the Petitioner along with those of other bidders; ”

2. The challenge in this petition is primarily to the exclusion of the petitioner in the bidding process on the ground that it has not submitted the physical bank guarantee towards Earnest Money Deposit (“EMD”) after the cut-off time of 1500 hours on 07.08.2026.
3. On 24.07.2026, the respondent no. 2 floated a Notice Inviting Tender (“NIT”) for replacement of existing public lights along with the comprehensive operation and maintenance for six zones under jurisdiction of the Municipal Corporation of Delhi (“MCD”) including unauthorized areas, for a period of 10 years.
4. The NIT dated 24.07.2026 prescribed that a total EMD of Rs. 13,87,50,520/-, of which Rs. 20,00,000/- was payable online and the balance was payable by way of bank guarantee to be deposited in the tender box at the office of Executive Engineer (Electrical), CLZ, Lucknow Road, Timarpur, Delhi before the cut-off time of 1500 hours on 07.08.2026. On 07.07.2026, a corrigendum was issued revising the total EMD as Rs.13,77,50,520/-.
5. It is the case of the petitioner as contended by Mr. Ankit Jain, learned Senior Counsel that on 06.08.2026 in the evening, the petitioner received the Bank Guarantee document from IDBI Bank Limited. He states that the petitioner successfully uploaded its complete technical and financial bids on the e-procurement portal at 02:45 PM on 07.08.2026, transferred the online



EMD component of Rs.20,00,000/- and uploaded a scanned copy of the valid Bank Guarantee for the balance amount and completed SFMS bank verification, all before the cut off-time of 1500 hours on 07.08.2026.

6. He states that owing to severe weather and transit disruption in Delhi NCR, the petitioner's representative reached the office of the respondent no. 2 with the original Bank Guarantee on 07.08.2026 shortly after the cut-off time. By then the tender box containing EMD Bank Guarantee has already been opened. He states that on 08.08.2026, when the representative of the petitioner called respondent no. 2, the officer refused to accept physical delivery of the Bank Guarantee and advised the petitioner to send its representation by email, the day being a holiday. It follows that the petitioner on 08.08.2026 made its first written representation to respondent nos.1 & 2 explaining the circumstances of non-submission of the original Bank Guarantee within time on 07.08.2026 and demonstrating pre-verified compliance.

7. On 10.08.2026, which was a Monday, the petitioner submitted a second representation to the respondent nos. 1 & 2, enclosing promised additional document- the bank's SFMS confirmation/undertaking and reiterating pre-verified compliance.

8. He states that however no action has been taken by the respondents. On 13.08.2026, the respondents began opening the online technical bids. The petitioner's bid is seen in this opening along with name of four other bidders. His submission is that the exclusion of the petitioner from the bidding process is only for the reason that physical copy of the EMD as Bank Guarantee was not submitted before 1500 hours on 07.08.2026. According to him, the submission of the physical copy of the Bank



Guarantee, which was ready in all respect on 06.08.2026 and the bid having been submitted on 07.08.2026 at 02:45 PM, could not have been refused by the respondents. He states that accepting the hard copy of the bank guarantee at this stage does not alter the commercial ranking, financial terms, or technical scope of petitioner's submission; rather it completes the formal verification record of an active, pre-verified financial guarantee in full accordance with administrative equity and fair procurement practices. That apart it is his submission that public interest is paramount in a tender process and this cannot be compromised. Condoning a minor delay in physical delivery causes no prejudice to other bidders because the petitioner's financial and technical bids were already "frozen" on the portal before any bids were opened. Conversely, disqualifying a compliant bidder artificially restricts competition, which harms public exchequer by potentially losing a more competitive offer for a critical 10- year municipal project.

9. He has, during the course of submissions, filed an affidavit of Mr. Manish Kumar Doshi, representative of the petitioner, who had gone to the office of respondent no. 2 to physically submit the Bank Guarantee on 07.08.2026 to highlight the fact that he had reached the office of respondent no. 2 at Timarpur only at 1630 hours. He has also drawn our attention to the affidavit to state that the representative got delayed due to severe water logging and extreme traffic gridlocks and transit disruptions in Delhi NCR because of heavy rainfall. He states that the same shows the *bona fide* conduct of the petitioner in not being able to submit the physical copy of the Bank Guarantee as stipulated in the NIT.

10. Mr. Jain has relied upon two judgments in the cases of *Poddar Steel Corporation v. Ganesh Engineering Works and Others, (1991) 3 SCC 273*



and *Roadway Solutions India Infra Ltd. v. Union of India & Others*, *W.P.(C) 8524/2026*, decided on 03.07.2026, in support of his plea that the submission of physical copy of the Bank Guarantee is not an essential condition of eligibility, as soft copy of the same was already frozen in the tender submitted by the petitioner online. He presses for the prayers as made in the petition.

11. On the other hand, Mr. Tushar Sannu, learned counsel for the respondents would vehemently contest the writ petition to state that every stipulation in the NIT is sacrosanct and the timeline prescribed therein need to be strictly followed. He states that the physical copy of the Bank Guarantee was not deposited before 1500 hours on 07.08.2026 and as such, the petitioner's bid was excluded for consideration.

12. He states that it is not only the petitioner, but three other bidders were also disqualified primarily on the same/related grounds. He also states that the affidavit filed by Mr. Manish Kumar Doshi does not inspire confidence. He stated that Mr. Doshi has not disclosed the name of the officer whom he met on 07.08.2026 after he allegedly reached the office of respondent no. 2. Hence, it is doubtful whether the representative had actually reached the place at all to submit the physical copy of the Bank Guarantee. That apart, he also states that it appears from the WhatsApp chats that the petitioner had actually woken up from slumber only on Saturday, 08.08.2026, when he sought details from the Executive Engineer in respect of the email ID and also as to when the technical bid would open.

13. In other words, it is his submission that there is nothing on record that the representative of the petitioner had actually reached the office of respondent no. 2 on 07.08.2026 before 1500 hours and even after that and



met any officer of the respondent no. 2. He also states that the process of opening the box where bank guarantees are deposited is videographed to be seen by all the bidders to ensure that there are no allegations of bias. He states that this procedure has duly followed on 07.08.2026. He has relied upon the judgment of the Supreme Court in the case of ***Central Coalfields Limited and Another v. SLL-SML (Joint Venture Consortium) and Others and related civil appeals, (2016) 8 SCC 622*** to contend that the requirements of the tender is obligated to be adhered to by every bidder and consequently, failure to comply with any requirement is sufficient cause to reject a bid.

14. The respondent has submitted that like the petitioner herein, there are a couple of other bidders who could not comply with the bank guarantee condition for different reasons and have approached the respondent for a waiver/relaxation. It is stated that any relaxation granted to the petitioner, by the respondent shall lead to allegations of bias against the respondent and therefore, the respondent has decided not to condone the non-compliance.

15. Having heard the learned counsel for the parties, the short issue which arises for consideration in this petition is whether the petitioner was rightly excluded from the bid process for not submitting the physical copy of the EMD by way of the Bank Guarantee before 1500 hours on 07.08.2026. The relevant part of the affidavit filed by the representative of the petitioner reads as under:-

“3. I state that since the Petitioner has its registered office at 101, SMC Square, LBS Marg, Khopat, Thane (W), Maharashtra. The officials at the Maharashtra office couriered the Bank Guarantee on 06.08.2026 at 7:45 PM to Crompton Greaves Consumer Electrical



Ltd.'s Delhi office, as it being one of the consortium partners, for the purpose of physical submission of the bid. The said shipment was booked and picked up by the courier agency on August 6, 2026, at 19:44 hours. The shipment was issued Waybill No. 21085685784. The copy of the consignment booked on August 6, 2026, at 19:44 hours is marked and annexed hereto as Annexure A-1.

4. The said Bank Guarantee duly stood delivered on 07.08.2026 at 11:05 Am at Crompton Greaves Consumer Electrical Ltd.'s office situated at 3rd Floor, Express Building, 9-10, Bahadur Shah Zafar Marg, Near ITO Crossing, New Delhi. The copy of the tracking details reflecting date of delivery on 07.08.2026 at 11:05Am is marked and annexed hereto as Annexure A-2.

5. That I, having residence in Ghitorni, had planned my travel from Ghitorni to Ghaziabad for a personal errand in the first half of the day. While returning back, I had planned to collect the Bank Guarantee from Crompton Greaves Consumer Electrical Ltd.'s office and submit the same in the Tender Box at the office of EE (Elect.) CLZ. Lucknow Road, Timarpur, New Delhi.

6. I. left my residence at 10:00 AM for Ghaziabad, it was not raining heavily at that time. But while I was on my way, the rain picked up and I decided to cancel the work so that I can reach on time for depositing the Bank NOTAR /Guarantee. I took a U-turn at 11:45 AM near Ghazipur Sabzi Mandi. hereafter, I reached Crompton Greaves Consumer Electrical Lid. 's office at ITO at 14:45 hours and collected the envelope containing the Bank Guarantee.

7. However, due to the severe waterlogging, and extreme traffic gridlocks and transit disruptions in



NCR, rainfall, I was strained and could not reach the office of the Respondent No.2 at Lucknow Road, Timarpur, New Delhi, with the original Bank Guarantee by the cut-off time i.e., 15:00 Pm. The copy of the News reports of severe rainfall in NCR dated 07.08.2026 is marked and annexed hereto as Annexure A-3.

8. That I reached the office of Respondent No.2 at Timarpur at 16:30 hours, parked my car and while I was entering the office of the Respondent No.2, I got to know that the Bank Guarantee cannot not be deposited as the Tender box had already been opened. I immediately informed the Petitioner's Maharashtra office and thereafter returned back to my residence. That the original Bank Guarantee is still with me.

9. That the Technical Bids have not opened until now and the Petitioner herein only prays that the Petitioner's Bid be considered along with the other submissions and is ready and willing to submit the same before this Hon'ble Court.

10. I state that the facts stated herein are true and correct and nothing material has been concealed therefrom."

16. From paragraph 8, it is clear that the representative is said to have reached the office of the respondent no. 2 at 1630 hours. It is also stated that he came to know that the Bank Guarantee cannot be deposited as the tender box had already been opened but he does not disclose the name of the officer/employee, who has informed him in that regard. He also states that he had informed the petitioner's Maharashtra office and returned back to his residence. The affidavit does not reveal that any officer from the Maharashtra office had spoken to respondent no.2 on 07.08.2026 to accept



the physical copy of the Bank Guarantee. It is only on 08.08.2026, as revealed from the WhatsApp messages filed by Mr. Sannu, that the representative of the petitioner has asked for the email ID of the Executive Engineer from the officer of the respondent, and also as to when the tender shall be opened.

17. No doubt, in the representation submitted by the petitioner at 08.08.2026 at 03:14 PM, i.e., after expiry of 24 hours from 1500 hours of 07.08.2026, it is stated that due to unprecedented heavy downpours across the Delhi NCR on 07.08.2026 resulting in severe water logging and extreme traffic gridlocks, the representative was physically prevented from reaching the office prior to 1500 hours. However, the fact remains whether an attempt was made by the representative on 07.08.2026 before/after 1500 hours is not borne out from the affidavit. Mr. Manish Kumar Doshi does not disclose the name of the officer whom he had supposedly met at the office of the respondent no.2. No attempt was made by the Maharashtra office of the petitioner to get in touch with the concerned officer of the respondent requesting acceptance of the Bank Guarantee on 07.08.2026 immediately on the representative reaching the office of the respondent no. 2.

18. Mr. Jain has submitted that the soft copy of the Bank Guarantee having already been uploaded along with tender at 1445 hours, the submission of the physical copy of the Bank Guarantee is not a mandatory/material requirement, and cannot be the reason to disqualify/exclude the petitioner from consideration. Though the said submission looks appealing on a first blush, the fact remains that there is a clear stipulation in the tender contemplating deposit of the physical Bank Guarantee on or before 1500 hours on 07.08.2026. Concedingly, the said



stipulation has not been adhered to by the petitioner. That apart, it is the submission of Mr. Sannu that three more bidders were excluded on the same/related grounds. If that be so, this is not a case of pick and choose by the respondents. We fail to understand as to why no attempt was made by the petitioner to set out to deposit the physical copy of the bank guarantee at 11.00 AM, when it was received at Delhi, instead of waiting close to 03.00 PM.

19. Having failed to deposit the physical copy of the Bank Guarantee on or before the stipulated time of 1500 hours on 07.08.2026, the petitioner has not adhered to the express conditions of the NIT, resulting in its exclusion. The Supreme Court in the judgment relied upon by Mr. Sannu i.e., **Central Coalfields Limited (supra)** has in paragraphs 54 and 55 held as under:-

“54. In this context, and in the present times, it is important to note that the World Bank has ranked India extremely low in matters relating to enforcement of contracts and ease of doing business. Out of 189 countries worldwide, India is ranked 178 in the matter of enforcement of contracts and 130 in the matter of ease of doing business [www.doingbusiness.org/rankings] (World Bank Group).]. One of the possible reasons for this extremely low ranking given to our country is the failure of all parties concerned in strictly adhering to the terms of documents such as NIT and the GTC. Insofar as the present case is concerned, NIT was floated on 5-8-2015 and one year later, we are still struggling with the issue of acceptance of a bank guarantee for a contract of about Rs 2000 crores — certainly not a small sum.

55. On the basis of the available case law, we are of the view that since CCL had not relaxed or deviated from the requirement of furnishing a bank guarantee in



the prescribed format, insofar as the present appeals are concerned every bidder was obliged to adhere to the prescribed format of the bank guarantee. Consequently, the failure of JVC to furnish the bank guarantee in the prescribed format was sufficient reason for CCL to reject its bid.”

20. Insofar as the judgment relied upon by Mr. Jain i.e., ***Poddar Steel Corporation (supra)*** is concerned, the Supreme Court in paragraph 6 has held as under:-

*“6. It is true that in submitting its tender accompanied by a cheque of the Union Bank of India and not of the State Bank clause 6 of the tender notice was not obeyed literally, but the question is as to whether the said non-compliance deprived the Diesel Locomotive Works of the authority to accept the bid. As a matter of general proposition it cannot be held that an authority inviting tenders is bound to give effect to every term mentioned in the notice in meticulous detail, and is not entitled to waive even a technical irregularity of little or no significance. The requirements in a tender notice can be classified into two categories — those which lay down the essential conditions of eligibility and the others which are merely ancillary or subsidiary with the main object to be achieved by the condition. In the first case the authority issuing the tender may be required to enforce them rigidly. In the other cases it must be open to the authority to deviate from and not to insist upon the strict literal compliance of the condition in appropriate cases. This aspect was examined by this Court in *C.J. Fernandez v. State of Karnataka [(1990) 2 SCC 488]* a case dealing with tenders. Although not in an entirely identical situation as the present one, the observations in the judgment support our view. The High Court has, in the impugned decision, relied upon *Ramana Dayaram**



Shetty v. International Airport Authority of India [(1979) 3 SCC 489] but has failed to appreciate that the reported case belonged to the first category where the strict compliance of the condition could be insisted upon. The authority in that case, by not insisting upon the requirement in the tender notice which was an essential condition of eligibility, bestowed a favour on one of the bidders, which amounted to illegal discrimination. The judgment indicates that the court closely examined the nature of the condition which had been relaxed and its impact before answering the question whether it could have validly condoned the shortcoming in the tender in question. This part of the judgment demonstrates the difference between the two categories of the conditions discussed above. However it remains to be seen as to which of the two clauses, the present case belongs.”

(Emphasis added)

21. Similarly, in the judgment in ***Roadways Solutions India Infra Limited (supra)***, in paragraph 20 to 22, this Court has held as under:-

“20. We may note that the format of the Experience Certificate at Annexure IX at Appendix IA is a detailed format running into three pages where the client of the bidder is required to provide detailed information of the work executed by the bidder. The details sought by the respondent no. 2 in the format of the Experience Certificate in the RFP is far in excess of the information which the client ordinarily provides in the PCC or CC. It is apparent that the details sought in the Experience Certificate are required by the respondent no. 2 to assess the technical capacity of the bidder and this format has been tailor made for the subject RFP. The Experience Certificate is required to be obtained by the bidder from its client contemporaneously, in the present date, for submission with the bid. As per the RFP, PCC is required to be ‘enclosed’ with the



Experience Certificate. The effect of the enclosure is that it corroborates the information furnished by the client in the Experience Certificate.

21. We note that there is no dispute with respect to the veracity of the Experience Certificate issued by MSRDC. Pertinently, the author of the Experience Certificate is the client i.e., MSRDC and it is not a self-declaration by the petitioner. The contents of the PCC now produced by the petitioner are identical to the contents of the Experience Certificate, which already stands filed with the respondent no. 2. Thus, all the information required by the respondent no. 2 for assessing the technical capacity of the petitioner as per Clause 2.2.2.2(ii) of the RFP stood filed with Experience Certificate. In view of the evident duplication of the information, we had enquired from the respondent no.2 with respect to the necessity of having the PCC, when the Experience Certificate was issued by the client itself and already contained the precise information given in the PCC. The respondent's counsel had no answer to this query and submitted that since there is no challenge to this condition of the RFP requiring a PCC in addition to the Experience Certificate, and thus a bidder who fails to provide the PCC is liable to have its bid rejected. The aforesaid answer of the respondent no. 2 shows that there is no dispute that the information sought in the Experience Certificate and the PCC is same and the information provided in the PCC does not in any manner enhance the information provided to the respondent no. 2 for evaluation of the technical capacity of the bidder.

22. In our considered opinion, had the Experience Certificate been a self-declaration by the bidder, the requirement of furnishing a PCC issued by the client would have served a legitimate purpose of corroborating the information disclosed in the



Experience Certificate. However, in the present case, the Experience Certificate itself has been issued by the client, namely MSRDC, and its authenticity is not in dispute. In such circumstances, insistence upon submission of a separate PCC issued by the same authority amounts to an unduly technical approach, particularly when the PCC does not furnish any additional or superior information beyond what is already contained in the Experience Certificate and, therefore, does not materially aid the assessment of the bidder's technical capacity."

22. The judgment in ***Poddar Steel Corporation (supra)*** was considered by the Supreme Court while deciding ***Central Coal Field Limited (supra)***, wherein paragraphs 46 to 48 and 50 to 53 it was held as under:-

"46. It is true that in Poddar Steel [Poddar Steel Corpn. v. Ganesh Engg. Works, (1991) 3 SCC 273] and in Rashmi Metaliks [Rashmi Metaliks Ltd. v. Kolkata Metropolitan Development Authority, (2013) 10 SCC 95 : (2013) 4 SCC (Civ) 650 : (2014) 1 SCC (Cri) 43 : (2013) 2 SCC (L&S) 858] a distinction has been drawn by this Court between essential and ancillary and subsidiary conditions in the bid documents. A similar distinction was adverted to more recently in Bakshi Security and Personnel Services (P) Ltd. v. Devkishan Computed (P) Ltd. [Bakshi Security and Personnel Services (P) Ltd. v. Devkishan Computed (P) Ltd., (2016) 8 SCC 446 : (2016) 7 Scale 425] through a reference made to Poddar Steel [Poddar Steel Corpn. v. Ganesh Engg. Works, (1991) 3 SCC 273]. In that case, this Court held a particular term of NIT as essential (confirming the view of the employer) and also referred to the "admonition" given in Jagdish Mandal [Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517] followed in Michigan Rubber (India) Ltd. v. State of Karnataka [Michigan Rubber (India) Ltd. v. State of



Karnataka, (2012) 8 SCC 216]. Thereafter, this Court rejected the challenge to the employer's decision holding Bakshi Security and Personnel Services ineligible to participate in the tender.

47. The result of this discussion is that the issue of the acceptance or rejection of a bid or a bidder should be looked at not only from the point of view of the unsuccessful party but also from the point of view of the employer. As held in Ramana Dayaram Shetty [Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489] the terms of NIT cannot be ignored as being redundant or superfluous. They must be given a meaning and the necessary significance. As pointed out in Tata Cellular [Tata Cellular v. Union of India, (1994) 6 SCC 651] there must be judicial restraint in interfering with administrative action. Ordinarily, the soundness of the decision taken by the employer ought not to be questioned but the decision-making process can certainly be subject to judicial review. The soundness of the decision may be questioned if it is irrational or mala fide or intended to favour someone or a decision "that no responsible authority acting reasonably and in accordance with relevant law could have reached" as held in Jagdish Mandal [Jagdish Mandal v. State of Orissa, (2007) 14 SCC 517] followed in Michigan Rubber [Michigan Rubber (India) Ltd. v. State of Karnataka, (2012) 8 SCC 216].

48. Therefore, whether a term of NIT is essential or not is a decision taken by the employer which should be respected. Even if the term is essential, the employer has the inherent authority to deviate from it provided the deviation is made applicable to all bidders and potential bidders as held in Ramana Dayaram Shetty [Ramana Dayaram Shetty v. International Airport Authority of India, (1979) 3 SCC 489]. However, if the term is held by the employer to be



ancillary or subsidiary, even that decision should be respected. The lawfulness of that decision can be questioned on very limited grounds, as mentioned in the various decisions discussed above, but the soundness of the decision cannot be questioned, otherwise this Court would be taking over the function of the tender issuing authority, which it cannot.

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50. Yet another problem could be faced by an employer (such as CCL) if the language used in the terms of NIT or the GTC is not adhered to and its plain meaning discarded. A problem could be faced by an employer if every bidder furnishes a bank guarantee in a different format or one that it is comfortable with. In such a situation, CCL would have to scrutinise each bank guarantee to ascertain whether it meets with its requirements and NIT and the GTC. Apart from the text of the bank guarantee, minor changes could be made by a bidder such as enforceability in a place other than Ranchi (but in Jharkhand), etc. This would place an avoidable and undue burden on the employer particularly if there are a large number of bidders.

51. Not only this, any decision taken by the employer in accepting or rejecting a particular bank guarantee in a format not prescribed by it could lead to (avoidable) litigation requiring the employer to justify the rejection or acceptance of each bank guarantee. This is hardly conducive to a smooth and hassle-free bidding process.

52. There is a wholesome principle that the courts have been following for a very long time and which was articulated in *Nazir Ahmad v. King Emperor*¹⁴, namely: (SCC OnLine PC)

"... where a power is given to do a certain thing in a certain way the thing must be done in that way or not at all. Other methods of performance are



necessarily forbidden."

There is no valid reason to give up this salutary principle or not to apply it mutatis mutandis to bid documents. This principle deserves to be applied in contractual disputes, particularly in commercial contracts or bids leading up to commercial contracts, where there is stiff competition. It must follow from the application of the principle laid down in Nazir Ahmad¹⁴ that if the employer prescribes a particular format of the bank guarantee to be furnished, then a bidder ought to submit the bank guarantee in that particular format only and not in any other format. However, as mentioned above, there is no inflexibility in this regard and an employer could deviate from the terms of the bid document but only within the parameters mentioned above.

53. Nazir Ahmad has been followed in dozens of decisions rendered by this Court and by other constitutional courts in the country. The Central Vigilance Commission has accepted this principle in a modified form as a guiding principle in its circular dated 31-12-2007 wherein it is mentioned that all organisations ought to evolve a procedure for acceptance of bank guarantees that is compatible with the guidelines of banks and Reserve Bank of India. One such requirement is that the bank guarantee should be in a proper prescribed format and should be verified verbatim on receipt with the original. Adherence to this principle of verbatim verification would not only avoid undue problems for the employer but would also virtually eliminate subjectivity on the part of the employer."

(Emphasis added)

23. As we find that it is the case of the respondents that the stipulation in the NIT has to be scrupulously followed, the issue which falls for



consideration is covered by the judgment in *Central Coalfields Limited (supra)*.

24. We also note the submission of the respondents that no relaxation or deviation from this clause of the NIT has been extended by the respondents to any other bidder and their stand has been consistent with respect to strict compliance to this condition.

25. In view of the settled legal position, we are of the view that no interference can be called for in the impugned action of the respondent in excluding the petitioner from the tender process. We do not see any merit in the petition. Accordingly, the same is dismissed, along with pending application.

V. KAMESWAR RAO, J

MANMEET PRITAM SINGH ARORA, J

AUGUST 20, 2026/sr