



2025:DHC:9757-DB



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

+ W.P.(C) 15005/2025, CM APPL. 61724/2025 & CM APPL. 68450/2025

M/S CORPORATE INFOTECH PRIVATE LIMITED THROUGH ITS
AUTHORISED REPRESENTATIVEPetitioner

Through: Mr. Bharat Arora, Mr. Gourav Arora,
Mr. Lakshay Raheja and Ms. Himangi
Arora, Advocates.

versus

UNION OF INDIA AND ORSRespondents

Through: Mr. Himanshu Upadhyay and Mr.
Nishant Bhariok, Advocates for R-2.
Mr. Vijay Purohit, Mr. Shivam Pandey
and Mr. Tanmay Arora, Advocates for
R-3.

Date of Decision: 6th November, 2025

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G E M E N T

TUSHAR RAO GEDELA, J: (ORAL)

1. Present writ petition has been filed under Article 226 of the Constitution of India assailing the declaration of L-1, L-2 and L-3 by the respondent no.2, with respect to Tender No.01255218, being in violation of the terms and conditions of the tender documents/Standard Bid Documents; and seeking a direction to respondent nos.1 and 2 to refrain from awarding tender/Letter of Intent in respect of the subject tender to respondent no.3 (L-1). It further seeks a direction to the Core Evaluation Committee of respondent no.2 to transparently re-examine and re-evaluate the bid documents of the petitioner as well as respondent no.3 and L-2 bidder i.e. Smartbrains Engineers and Technologist Private Limited, in view of the tender requirements.

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2. It is stated that the respondent no.2/Centre for Railways Information Systems (CRIS) floated a tender bearing Tender No.01255218 dated 11.07.2025 for the purpose of procurement of Hardware/Software Maintenance (AMC/ATS) and round the clock support in each Divisional/Area Control Offices and CRIS HQ for Control Office Application (COA) along with AMC of COA infrastructure at CRIS ROs for 3 years. The respondent no.2, alongwith the said tender document, had also issued Standard Bid Document Part-I (hereinafter referred to as “SBD-I”) and Standard Bid Document Part-II (hereinafter referred to as “SBD-II”), which duly mentions the requirements, terms and conditions etc. for the purpose of eligibility to be fulfilled by the intended bidders.

3. It is the case of the petitioner that it had submitted its bid alongwith required documents including but not limited to service support from the Original Equipment Manufacturer (OEM). However, on the basis of financial evaluation, the respondent no.2 accepted the bid of respondent no.3/Tata Advanced Systems Limited and declared it as L-1 and the petitioner as L-3. It is stated that since the respondent no.3 failed to provide documents with regard to the authorization/declaration/support from OEM in terms of the tender requirements, it cannot even be declared as technically qualified, muchless as a successful bidder i.e., L-1. Aggrieved by the said decision, the petitioner submitted letters on 15.09.2025 and 16.09.2025 to the respondent no.2 requesting to technically disqualify the bid of respondent no.3 and to declare the petitioner as L-1 however to no avail, constraining the petitioner to invoke the writ jurisdiction of this Court.

4. The only contention of Mr. Bharat Arora, learned counsel for the petitioner is regarding the stipulation in the tender document requiring the bidder, if it is not an OEM and is an authorized representative of the respective OEM, to submit an authorization letter from the said OEM alongwith its bid.



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According to him, in case such an authorization letter is not submitted alongwith the bid, the bid of such bidder ought to be treated as disqualified automatically. In support of the said contention, he referred to S.No.2 of Clause 4 pertaining to “*Qualification criteria: OEM Undertaking*”, which is part of the tender document stipulating such conditions.

5. He also contends that consequent to the respondent no.3 being declared as L-1, the petitioner sought information from its OEM i.e. Dell International Services India Pvt. Ltd. (Dell) as to whether respondent no.3 has been issued any letter of authorization by Dell. He claims that this information was sought premised on the information provided in the table appended to Part-A of the Annexure-A of SBD-I which is a list of assets wherein about eight items (approximately 75% of equipments/components as well as support) requiring maintenance under the Annual Maintenance Contract (AMC), belong to Dell. He asserts that the Dell by the letter/e-mail communication dated 16.09.2025 clarified that it had not issued any authorization letter to respondent no.3/Tata Advance Systems Limited for the subject tender. It is on this basis that the learned counsel asserts that the bid of respondent no.3 is clearly violative of a mandatory condition of the bid document and as such, it could not have been declared as successful L-1 bidder. As a consequence, he contends that the bid of respondent no.3 be held to be disqualified and simultaneously, the petitioner’s bid be considered for the purpose of declaration of L-1 and consequent process be initiated.

6. *Per Contra*, Mr. Himanshu Upadhyay, learned counsel for respondent no.2, at the outset contends that the present writ petition is based on complete misreading of the tender conditions. He states that the subject tender is only in respect of an annual maintenance contract of the computer systems already in existence with respondent no.2 and not a procurement tender. In that context,

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he invited attention to Clause 2.4 of SBD-II to submit that the Authorisation Certificate from the respective OEM was to be furnished by the successful L-1 bidder only once the contract is awarded to it. He also submits that this document was required only to support the fact that the successful bidder has a backend tie-up with the hardware manufactured by a particular OEM and not as a mandatory eligibility condition. He thus submits that the contention of the petitioner on that count is incorrect. He further seeks support from Clause 6 of SBD-II regarding technical requirements of a bidder. He refers particularly to Clause 6.3 to submit that these are the requirements which the bidder must comply with, post the award of contract.

7. Additionally, learned counsel also submits that though the tender conditions do stipulate the requirement of Authorisation Certificate from the OEM, those conditions are overridden by the conditions specified in SBD-II. In particular, he refers to Clause 4 of SBD-I to submit that the said clause stipulates that the special conditions of contract specified in SBD-II would override the conditions specified in all other tender documents including SBD-I and the general conditions of the contract. He contends that once such a superseding clause is mentioned in the tender documents, it would imply that any condition which may not be in consonance or conformity or even repugnant to those contained in SBD-II, to that extent, such condition would be considered to be superseded or modified, as the case may be. In that view of the matter, he submits that the petitioner cannot rely upon the condition stipulated in S.No.2 of Clause 4 pertaining to “*Qualification criteria: OEM Undertaking*” of the tender document to contend that the bid of respondent no.3 should be held to be disqualified.

8. In order to emphasize and attribute *mala fide* to the petitioner’s delayed approach to the Court, he submits that while the RFP was notified on



11.07.2025; the last date of submission of the bid was 05.08.2025; the respondent no.3 was declared as L-1 bidder and was issued a Letter of Acceptance by the respondent no.2 on 18.09.2025 and; consequently, the purchase orders were also issued on 25.09.2025, however, the present writ petition was filed only on 25.09.2025, by which time the entire tender process reached its logical conclusion. According to him, in such circumstances, this Court ought not to interfere in such matters.

9. We have heard learned counsel for the parties and perused the tender conditions and other documents carefully.

10. Though the learned counsel for the petitioner had made elaborate arguments traversing many tender documents and correspondences, however, we find that the central issue is as to whether the conditions specified in SBD-II would supersede or override the conditions specified in the tender documents, SBD-I or any other ancillary documents.

11. It would be appropriate to examine the said condition prescribed in S.No.2 of Clause 4 pertaining to “*Qualification criteria: OEM Undertaking*” predicated whereon the present writ petition has been instituted. The same reads thus:-

2	Qualification Criteria: OEM Undertaking : The bidder shall be an original equipment manufacturer (OEM) or an authorized representative of the respective OEMs. Whenever an authorized Agent/ Representative submits a bid on behalf of the OEM, the same agent/representative shall not submit a bid on behalf of another OEM in the same tender for the same item/product. Authorization letter from OEM specific to this tender as per sample proforma given in Annexure 8 of CRIS SDC Part I. The authorization should include details of Tender No., Name and address of the OEM and the bidder authorized and details of the products (Product name and model No. etc.) for which the bidder has been authorized. In case OEM bids directly, Self-certification and relevant documents (factory license for the manufacturing facility, ISO certificates etc.,) for being OEM to be provided.	Normal	Applicable to all bidders	No	No	Allowed (Mandatory)
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At the first blush, the submission of the petitioner that an Authorisation Certificate issued by the OEM is a mandatory document to be submitted alongwith the bid in case the bidder is an authorized representative of the OEM, appears to be attractive, however, this condition/requirement seems to have been diluted, or in other words, superseded by the conditions specified in SBD-II.

12. To arrive at the opinion as to whether the Authorisation Certificate of the OEM is to be furnished alongwith the bid or after the stage of award of the contract, it would be relevant to consider Clause 2.4 of SBD-II, more particularly, the “*Backend tie-up with Hardware OEM*”. The same is reproduced hereunder:

“2.4 AMC

AMC will cover preventive and breakdown maintenance for all the equipment located at 76 Divisions/Area controls of Indian Railways and CRIS HQ & CRIS RO on 24x7 basis as per Annexure-B. The bidder shall be responsible for installation of all patches, updates and upgrades of Hardware, Firmware and Software as and when released by OEM for the better performance and upkeep of the system with all service/ports which are not required in closed/deny-all mode. In case of any problem, the bidder has to ensure availability of hardware OEM support without any extra cost.

Backend tie-up with Hardware OEM:

The bidder shall furnish documentary proof of backend support from UPS OEM after award of the contract. This document should include On-site support of OEM for Troubleshooting in case of critical failures especially for the failures extending beyond the permissible downtime. Bidder will ensure visit of OEM/Authorized 'expert' at least once Half-Yearly, in case of no failure calls by CRIS. Health-checks, upgrades/updates (Info-Sec also) etc. to be done on the covered systems, by the OEM/Authorized 'expert' during the visit in-person/remotely.”

[emphasis supplied]

From a reading of the above, it appears to be plausible that the documentary proof of backend support from UPS OEM is to be furnished after the award of contract and so could the Authorisation Certificate be produced at



that stage. This clause appears to be supported by Clause 6.3 of SBD-2 whereby the bidder is required to furnish declaration for documentary proof of backend support for a period of 3 years (AMC period) from the OEM as defined in Clause 2.4 above. Thus, it can be safely inferred that what was thought to be a mandatory requirement by the petitioner at the stage of submission of the bid itself, could have been fulfilled at a stage, after the award of the contract. In that view of the matter, the submissions put forward by the respondent no.2 appear to align with the conditions mentioned above.

13. For the proposition that the conditions specified in SBD-II supersede or override the conditions specified elsewhere in any other document including SBD-I or the tender documents itself, it would be apposite to extract Clauses 4.1 and 4.2 of SBD-I. The same read thus:-

“4. Interpretations

4.1. These General Conditions of Contract shall be read in conjunction with the Special Conditions of Contract mentioned in Bid Document Part-II, or elsewhere in the tender document, and shall be subject to modifications, additions, or suppression by Special Conditions of Contract, if any, annexed to the Tender Document.

4.2. The following conditions and documents in indicated order of precedence (higher to lower) shall be considered as an integral part of the Contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- a. Valid and authorized Amendments issued to the Contract.*
- b. Contract Document / Purchaser Order*
- c. Letter of Acceptance (LoA)*
- d. Contractor's bid, including negotiated / revised bid*
- e. Corrigenda to Tender document*
- f. Bid Document Part-II*
- g. Tender Document, including, all annexures/ attachments to the tender document except as mentioned at sub-clauses f, h and i herein*
- h. Technical. Specifications / Drawings as mentioned in tender documents*
- i. CRIS SBD Part-I”*

[emphasis supplied]



14. Plainly, Clause 4.1 unequivocally provides that the general conditions of the contract shall be read in conjunction with the special conditions of contract mentioned in SBD-II or elsewhere in the tender document and shall be subject to modification, additions or supersession by special conditions of contract annexed to the tender documents. Having regard to the plain language, it is apparent that all those conditions which are contained in SBD-II are necessarily deemed to be special conditions of contract. That apart, manifestly those conditions would supersede any other condition specified in any of the other documents.

15. The relevance and importance of SBD-II specified in Clause 4.1 is reiterated and reaffirmed in Clause 4.2 extracted hereinabove. As per this Clause, the conditions contained in the documents specified therein indicate the order of preference (higher to lower) and would be considered as an integral part of the contract whether or not appended or referred in the said contract. We find that SBD-II is specified at sub-para (f) of Clause 4.2 whereas the tender document itself as also the SBD-I is referred at sub para (g) and sub para (i) respectively. It is thus, beyond cavil that conditions specified in SBD-II are - (i) Special Conditions of Contract; and (ii) in supersession of conditions contained in the General Conditions of Contract or specified elsewhere in the tender documents. We have thus no hesitation in concluding that the conditions mentioned in SBD-II would simply override or supersede conditions mentioned elsewhere to the extent of repugnancy or non-conformity.

16. In view of the aforesaid conclusion, we are of the opinion that the condition stipulated in S.No.2 of Clause 4 pertaining to “*Qualification criteria: OEM Undertaking*” of the tender document on which the present writ petition is predicated, stands overridden or superseded by the special conditions of contract contained in SBD-II. Thus, the contentions of learned counsel for the



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petitioner in these circumstances and after due consideration and appreciation of the tender conditions do not appeal to us. We find that the submissions of the petitioner are unmerited.

17. Even otherwise, it is trite that the tendering authority, being the author of tender document, is the best person to understand and appreciate its requirements and interpret various provisions and conditions of the tender documents to suit its requirements. (See *Agmatel India (P) Ltd. vs. Resoursys Telecom: (2022) 5 SCC 362*)

18. In that view of the matter, the writ petition being bereft of any merit is dismissed without any order as to costs.

19. Pending applications also stand disposed of.

TUSHAR RAO GEDELA, J

DEVENDRA KUMAR UPADHYAYA, CJ

NOVEMBER 6, 2025

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