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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment Reserved on: 05.02.2026

Judgment delivered on: 23.02.2026

Judgment uploaded on: *As per Digital Signature~*

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W.P.(C) 522/2026 & CM APPL. 2510/2026

GAURAV ENTERPRISES

.....Petitioner

Versus

GTB HOSPITAL & ANR.

....Respondents

Advocates who appeared in this case

For the Petitioner : Mr. Ramesh Singh, Sr Advocate with Mr. Tarkeshwar Nath, Mr. Harshit Singh, Ms. Hage Nanya, Advocates.

For the Respondent : Mr Sameer Vashisht, SC (Civil) and Ms Harshita Nathrani, Advocate. Advocate.

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

1. The present petition has been filed under Article 226 of the Constitution of India, 1950, seeking the following reliefs: -

“(i) Pass a Writ, order or direction to quash and set aside the Bid Document vide Bid Number GEM/2025/B/6787623 dated 14.10.2025.



(ii) Pass a Writ, order or direction to quash and set aside the Bid Document vide BID No GEM/2025/B/7024513 dated 22.12.2025

(iii) Quash and set aside the Response dated 26.11.2025 issued by the Respondent No.1

(iv) Quash and set aside the Response dated 26.12.2025 issued by the Respondent No.1

(v) Direct the Respondent to incorporate a condition of required number of Security Supervisors in terms of Rule 2009 and remove the Harsh conditions.

(vi) Direct the Respondent to consider the representation submitted on 7.11.2025 and 08.11.2025.”

2. The petitioner/Gaurav Enterprises is a registered partnership firm engaged in providing security surveillance and other manpower services to various Government Departments and Undertakings.

2.1. Respondent no. 1/GTB Hospital invited a bid on the Government E-Marketplace [‘GeM’] portal vide bid no. GeM/2025/B/678723 dated 14.10.2025 [‘the first bid’] for the work of supply of security services, healthcare, two hundred ninety-four [294] unarmed security guards and thirteen [13] security supervisors for a period of two [2] years with an estimated bid value of Rs. 22,21,63,685/-.

2.2. The petitioner filed a representation dated 22.10.2025 seeking an amendment to the terms and conditions of the bid.

This was followed by another representation dated 08.11.2025, wherein it additionally challenged the imposition of the eligibility condition of minimum average annual turnover of Rs. 25 crores as well as the prescription of working days as 26 days in place of 30 days, etc.

2.3. It is stated in the representation dated 08.11.2025, the petitioner pointed out that the provision of thirteen [13] security supervisors for two



hundred ninety-four [294] security guards was deficient and not in compliance with the governing law which requires one [1] security supervisors for six [6] guards, in this regard reliance was placed on Rule 8 of the Delhi Private Security Agencies (Regulation) Rules, 2009 [‘the 2009 Rules’].

2.4. Thereafter, in view of the inaction by respondent no. 1 to the said representations, the petitioner approached this Court by way of W.P.(C) 17151/2025 on 11.11.2025.

2.5. The said writ petition was disposed of on 12.11.2025 itself after recording the submission of respondent no. 1 that it shall consider and decide the representations from the petitioner and the other bidders before the technical bids are opened.

2.6. It is stated that the petitioner received a reply dated 26.11.2025 to its representation dated 08.11.2025, from respondent no. 1. The said reply by respondent no. 1 reads as under: -

S.no.	Name of the agency with date of letter/query	Reply of the representation/query (Pointwise)
1.	M/s Gaurav Enterprise dated 08.11.2025	1&2, The tender for Hiring of 294 Security Guard and 13 Security Supervisor on outsource basis in GTBH was published on the GEM portal as per sanction post of Security Guard and Security Supervisor. 3. Further, Annual Turnover is kept for 25 crore for 2 years in light of ATC condition that "the Contractor shall pay to his/ her workers deployed by the agency in GTB hospital for continuous at least three months in case non-payment from GTB Hospital.



		4. No of working days in the tender is kept for 26 days as per labour law.
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2.7. It is stated that however, the petitioner was dissatisfied with the said response and made a further representation dated 06.12.2025.

In this representation, the petitioner reiterated that forty-nine [49] security supervisors were required to deploy two hundred ninety-four [294] security guards in view of Rule 8 of the 2009 Rules, and therefore, respondent no. 1's decision to continue with only thirteen [13] supervisors would result in violation of the law.

It reiterated that the eligibility condition requiring an annual financial turnover of Rs. 25 crores for a bid estimate value of Rs. 22,21,63,685/- is unreasonable and vitiates the tender documents, and further reiterated that the stipulation of twenty-six [26] working days was deficient and ought to have been thirty [30] days.

2.8. The respondent no. 1 replied to the said representation of the petitioner on 26.12.2025, and the reply reads as under: -

S. no.	Name of the agency with date of letter/query	Reply of the representation/query (point-wise)
1.	M/s Gaurav Enterprises, letter dated 06.12.2025	S. no. 1 &2. In the Delhi, PSARA Act dated 08.10.2009 there is provision of engaging one supervisor to supervise the Work of not more than 15 guards. The current tender is for hiring of 294 Security Guard and 13 Security Supervisor on outsource basis in GTBH. Further, another tender for providing 7 Security Supervisors is under



		consideration. Hence, the directions of Hon'ble High Court, Delhi and condition of PSARA Act for keeping the ratio of Security Supervisor and Security Guard i.e. 1:15 will be fulfilled. S. no. 3. Annual Turnover is kept for 25 crore for 2 years in ight of ATC condition that "the Contractor shall pay to his/ her workers deployed by the agency in GTB hospital for continuous at least three months in case non-payment from GTB Hospital. S.no. 4. Number of working days in the tender is kept for 26 days as per labour law.
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2.9. The petitioner vide representation dated 02.01.2026 made a fresh representation expressing its dissatisfaction with the response dated 26.12.2025.

In this representation, the petitioner corrected itself and referred to the Delhi Private Security Agencies (Regulation) Rules, 2023 ['the 2023 Rules']. It reiterated that the applicable rule is Rule 10, as per which respondent no. 1 has to maintain a ratio of security supervisor to security guards at 1:15.

In this representation, the petitioner also laid a partial challenge to another bid dated 22.12.2025 bearing the bid no. GeM/0225/B/7024513 ['the second bid'], which included a bid for seven [7] additional supervisors to make good the deficiency in the first bid.

2.10. In this background, the petitioner has approached this Court.



Submissions by the petitioner

3. Mr. Ramesh Singh, learned senior counsel for the petitioner during arguments, has stated that the applicable rules governing the first bid dated 14.10.2025 is Rule 10(1) of the 2023 Rules, as per which respondent no. 1 is required to hire security supervisors and security guards in the ratio of 1:15. He states that, therefore, there is a shortfall of approximately seven [7] supervisors.

3.1. He states that the respondents acknowledged that there is a deficiency and have therefore invited the second bid dated 22.12.2025, pertaining to paramedics, which includes the additional seven [7] security supervisors. He states, however, as per Rule 10 of the 2023 Rules, the agency that provides the security guards has to provide the security supervisors, and therefore, the attempt made by respondent no. 1 to make good the shortfall through another tender would still make the respondent no. 1 non-compliant with the said Rule.

3.2. He clarifies that the petitioner herein is not challenging the second bid dated 22.12.2025 to the extent it pertains to requisitions for paramedical staff, and the challenge is limited to the seven [7] security supervisors.

3.3. He states that the petitioner is also challenging the clause of the first bid, which requires that the eligible bidder must have a minimum average annual turnover for three [3] years at Rs. 25 crores. He states that since the estimated bid value is Rs. 22,21,63,685/-, the turnover prescribed is too high and is intended to exclude otherwise eligible bidders. He states that the petitioner has been unable to participate in the bid due to this unreasonable condition. He relies upon the judgment of the Division Bench of this Court in **Association of UPS and Power Conditioning Systems v. Society of**



Applied Microwave Electronics Engineering and Research (Sameer) & Ors.¹ to contend that this condition ought to be struck down by the Court.

3.4. He states that the justification given by respondent no. 1 in its response dated 26.11.2025 and 26.12.2025 for prescribing the annual turnover condition of Rs. 25 crores has no reasonable nexus with this condition.

3.5. He also refers to Clause 4 of the conditions set out in the first bid document, on internal page 3² pertaining to past experience and states that the condition of average annual turnover or Rs. 25 crores has no bearing on the past experience clause, and therefore, it shows that it is excessive. The said clause reads as follows: -

“4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost”

3.6. He further states that the bid is deficient as it does not provide for a reliever charge. However, he fairly states that this ground has not been raised in any of the representations or in the writ petition.

Submissions by respondent no. 1

4. In reply, Mr. Sameer Vashisht, learned counsel for respondent no. 1,

¹ 2002 (65) DRJ 678 (DB)

² Page 29 of the paper-book.



states that the petitioner herein has no locus to maintain this petition, since the petitioner has not even participated in the bidding process.

4.1. He submits that the first bid was valid for participation till 04.11.2025, which period was extended till 11.11.2025; however, the petitioner elected not to participate in the said bidding process. He relies upon the judgment of the Co-ordinate Bench in **Primatel Fib Com Limited v. Indian Oil Corporation Ltd. & Ors.**³ to state that the petition ought to be dismissed on this ground alone.

4.2. He states that, notwithstanding the above, the only two [2] grounds raised by the petitioner for challenging the first bid are the shortfall in the number of security supervisors and the challenge to the eligibility condition of annual turnover of Rs. 25 crores.

4.3. He states that the issue of the shortfall of seven [7] security supervisors has been made good by the issuance of the second bid, and seven [7] security supervisors procured under the second bid will render the supervisory services required under the first bid.

4.4. He states that with respect to the condition of the minimum annual turnover of Rs. 25 crores, the justification has already been provided in the responses dated 26.11.2025 and 26.12.2025. He refers to Clause 8(8) of the Additional Terms and Conditions⁴ of the first bid, which requires the successful bidder to have the financial capability of making payment to the workers for a continuous period of three [3] months of salary, even if there is non-payment of dues by respondent no. 1.

4.5. He further relies upon the judgment of **Afcons Infrastructure Ltd. v.**

³ (2024) SCC Online Del 4278

⁴ Page 47 of the paper-book.



Nagpur Metro Rail Corporation Ltd. and Anr.⁵ to say that respondent no. 1, being the issuer of the bid document, is entitled to prescribe a condition so as to secure compliance with its tender conditions based on its past experience.

COURT'S FINDINGS

5. We have considered the submissions by the learned counsel for the parties and perused the record.

6. In substance, the petitioner is principally challenging the first bid document dated 14.10.2025, and the challenge to the second bid document dated 22.12.2025 is only incidental thereto.

6.1. The petitioner's challenge to the first bid document is on the plea that it allegedly fails to comply with the 2023 Rules inasmuch as the number of security supervisors stipulated in the bid is non-compliant. It is the contention of the petitioner that there is a shortfall of seven [7] security supervisors. The petitioner also challenges the eligibility condition pertaining to the minimum average annual turnover prescribed in the first bid document. The petitioner has also orally raised objections to the alleged non-compliance with labour laws.

6.2. The petitioner's challenge to the second bid document is to the extent of the seven [7] security supervisors sought to be procured under this tender to make good the deficiency in the first tender. It contends that this procurement is not in compliance with the 2023 Rules, which requires common employer for both the guards and the security supervisors.

7. However, before this Court examines the merit of the pleas raised by the petitioner to challenge the two bid documents, this Court deems it

⁵ (2016) 16 SCC 818 [Paragraph No. 15]



appropriate to examine whether the petitioner has locus to maintain this petition.

I. EFFECT OF THE PETITIONER'S FAILURE TO RAISE GRIEVANCES AS PER THE RECOURSE AVAILABLE IN THE BID DOCUMENT DATED 14.10.2025

II. EFFECT OF THE PETITIONER APPROACHING THE COURT AFTER THE CLOSURE OF THE BID ENDING DATE.

8. The first bid, dated 14.10.2025, was floated on the GeM portal, and it explicitly stipulated that in case any bidder has any objection/grievance on any aspect of the bid, it is required to make a representation within four [4] days on the dashboard. The relevant clause⁶ reads as follows: -

“Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.”

8.1. As per the aforesaid clause, the petitioner [or any other interested bidder] was required to raise its representation against the bid in the details field of the seller dashboard within four [4] days of the publication of the bid on the GeM portal, i.e., in this case, on 18.10.2025, which respondent no. 1 would have been bound to respond to.

The petitioner inexplicably failed to exercise this option at all.

The intent of the aforesaid clause in the bid document is clearly intended at a time-bound resolution of the queries of the bidder(s) through the platform of GeM under the broad oversight of GeM. It is an enabling

⁶ Page 35 of the paper-book.



clause encouraging transparency and intended to achieve time-bound completion of the tender process.

8.2. This Court cannot lose sight of the fact that the petitioner, on its own showing, is a regular bidder who participates in tender processes for security services through the GeM portal and is therefore well-versed with the portal. In the considered opinion of this Court, the petitioner's inaction in making a representation through the prescribed mode on the dashboard of the GeM portal and within the stipulated time of four [4] days is an indicator of its lack of real intent to participate in the bid process and leads to an inference that petitioner's actions were intended to merely protract the tender process of the first tender dated 14.10.2025. And, the Court would be disinclined to entertain a writ petition and exercise its jurisdiction under Article 226 at the behest of the party, who is neither vigilant nor a serious bidder.

9. Notwithstanding the aforesaid finding, it is a matter of record that the petitioner made its 1st representation on 22.10.2025 addressed to the Chief Minister, GNCTD. The name of the procuring department was clearly mentioned in the bid document dated 14.10.2025 as the Health and Family Welfare Department; however, the representation was not addressed to the said department, which is the relevant entity.

9.1. Pertinently, in this representation dated 22.10.2025, no objection was raised with respect to the eligibility condition of minimum average annual turnover of Rs. 25 crores, nor was any objection raised with respect to the shortfall of the security supervisors in contravention of the 2023 Rules [the objections which are now being pressed in the petition]. The concerns raised in the said representation have, in fact, not even been pursued in this writ petition.



9.2. These facts conclusively show that the issues raised in the representation dated 22.10.2025 were not earnest and genuine, as the petitioner was a mere interloper and never had any intent to participate in the first bid dated 14.10.2025.

10. It is a matter of record that the initial deadline for submitting bids under the first bid dated 14.10.2025 was *04.11.2025*.

10.1. The petitioner raised objections regarding the eligibility condition of minimum average annual turnover of Rs. 25 crores and the shortfall in the number of security supervisors as per 2023 Rules for the first time only in its representation dated 08.11.2025. This representation was made after the original bid submission deadline of *04.11.2025* had lapsed.

10.2. The deadline to submit bids on the GeM portal had been extended by respondent no. 1 from *04.11.2025* to *11.11.2025* until 01:00 P.M, and the petitioner has admittedly not participated in the bidding process.

10.3. However, the petitioner *filed* W.P.(C) 17151/2025 on 11.11.2025 seeking a stay of the bidding process. The writ petition was listed for the first time on 12.11.2025 and disposed of on 12.11.2025 itself, by the Court. The statement of respondent no. 1 was recorded to the effect that it shall consider and dispose of the representations of the petitioner and other bidders before opening the technical bids. It is a matter of record that the Court, on 12.11.2025, while disposing of the petition, did not direct extension of the time for submission of the bids by prospective bidders. Pertinently, no liberty was reserved to the petitioner by the Court in the order dated 12.11.2025, in case it was aggrieved by the decision taken on the representation. Thus, participation of intending bidders for the first bid stood closed on *11.11.2025*.



10.4. In these facts, since the participation of the intending bidders stood crystallised and closed on 11.11.2025, and the petitioner herein consciously accepted its exclusion from this process in view of the order dated 12.11.2025; in our considered opinion, therefore it could not have maintained this petition any further for challenging the bid process under the first bid dated 14.10.2025.

11. The law is no longer res integra as regards the issue of locus in the tender matters. It is only entities that have participated in the bidding process who can lay a challenge to the tender. The petitioner, before us, has failed to show any earnestness to participate in the tender process. At this juncture, we find it apposite to refer to the dicta of the Supreme Court in **National Highways Authority of India v. Gwalior-Jhansi Expressway Limited**⁷.

The relevant part of the judgment reads as follows: -

“20. While considering the relief claimed by the respondent (claimant), the same should have been tested on the touchstone of the principle governing the tender process, especially when the validity of the tender document has not been put in issue or challenged before any competent forum. Going by the terms and conditions in the tender documents, as already alluded to in para 10 above, there is no tittle of doubt that the right of the claimant (respondent) to match the bid of L-1 or to exercise ROFR would come into play only if the respondent was to participate in the tender process pursuant to the notice inviting tenders from the interested parties. The objective of tender process is not only to adhere to a transparent mechanism but to encourage competition and give equal opportunity to all tenderers with the end result of getting a fair offer or value for money. The plain wording of the eligibility clause in the tender documents and the incidental stipulations make it explicit that the respondent was required to participate in the tender process by submitting its sealed bid (technical and financial). The fact that a deeming clause has been provided in the tender document that if the respondent was to participate in the bidding process, it shall be deemed to

⁷ (2018) 8 SCC 243



fulfil all the requirements of the tender Clauses 3 to 6 of RFP, being the existing concessionaire of the project, does not exempt the respondent from participating in the tender process; rather the tenor of the terms of the documents made it obligatory for the respondent to participate in the tender process to be considered as a responsive bidder, along with others. Having failed to participate in the tender process and, more so, despite the express terms in the tender documents, validity whereof has not been challenged, the respondent cannot be heard to contend that it had acquired any right whatsoever. Only the entities who participate in the tender process pursuant to a tender notice can be allowed to make grievances about the non-fulfilment or breach of any of the terms and conditions of the tender documents concerned. The respondent who chose to stay away from the tender process, cannot be heard to whittle down, in any manner, the rights of the eligible bidders who had participated in the tender process on the basis of the written and express terms and conditions. At the culmination of the tender process, if the respondent had not participated, in law, the offer submitted by the eligible bidders is required to be considered on the basis of the stated terms and conditions.

Thus, if the claim of the respondent was to be strictly adjudged on the basis of the terms and conditions specified in the subject tender document, the respondent has no case whatsoever.”

[emphasis supplied]

12. Furthermore, a Division Bench of this Court, while deciding on a similar issue, has opined that a petitioner who failed to participate in the tender due to a certain tender condition does not have any locus to challenge the same at a belated stage [**Re: Brijesh Kumar v. Union of India**⁸].

Accordingly, in these facts and in view of the established law, this Court finds that the objection raised by respondent no. 1 with respect to the lack of locus standi of the petitioner to maintain this writ petition has merit.

⁸ W.P.(C) 9272/2025 dated 17.07.2025 [Paragraph No. 7]



III. DELAY AND LACHES

13. Also, respondent no. 1, in compliance with its statement recorded on 12.11.2025, duly issued a response to the petitioner's representation [dated 08.11.2025] on 26.11.2025. The petitioner was allegedly dissatisfied with the response and made another representation [repeating its contentions] on 06.12.2025. Respondent no.1 responded to the said representation on 26.12.2025 and disclosed to the petitioner the issuance of the second bid dated 22.12.2025, which was intended to secure compliance with the 2023 Rules by sourcing seven [7] additional security supervisors. The last date of bid submissions for the said bid was 01.01.2026, and therefore, the said bid also closed.

13.1. The petitioner herein waited until 13.01.2026 to file the present petition, challenging the first bid and incidentally the second bid on the same grounds. The decision/response of respondent no. 1 to the representation dated 08.11.2025 was made known to the petitioner on 26.11.2025 itself, the delay in filing the present writ petition 1.5 months later until 13.01.2026 is not justified and in our opinion is indicative of the fact that the present petitioner is not a serious bidder and had no real intent to participate in the bidding process of the first bid dated 14.10.2025.

14. Assuming there was any legal right vested in the petitioner to challenge the response dated 26.11.2025 received in furtherance of the direction issued by the Court on 12.11.2025, however, since the petitioner failed to file this petition promptly after receiving the reply on 26.11.2025, the petition is liable to be dismissed on delay and laches alone.

15. This Court is of the view that if the petitioner had been a serious bidder, it would have approached the Court *much before* 04.11.2025, i.e., the



initial date of submission of bids. However, the petitioner adopted a snail's pace in challenging the bid document at the *nth* hour, raising questions about its bona fides. We are of the considered opinion that the petitioner is not a serious bidder and the present litigation is a proxy litigation intended to interfere with the tender process.

16. The petitioner, having elected not to approach the Court in a reasonable time before *04.11.2025* or *11.11.2025*, which were the last dates for submission of the bid, has clearly demonstrated its lack of real intent to participate in the bidding process. The issue of the eligibility condition of turnover was not even raised in the first representation, *22.10.2025*, and was raised belatedly on *08.11.2025*, after the first date of submission had already lapsed. We are therefore not persuaded to adjudicate on the issue of challenge to the eligibility condition of annual turnover of Rs. 25 crores, in view of our conclusion that the petitioner is a non-interested entity.

17. We are of the considered opinion that since the actions of the petitioner demonstrate that it was not interested in participating in the bid process and elected to remain outside the said process, the petitioner cannot maintain the present writ petition, filed after the bidding process is complete. The petitioner's action of filing representation(s) is not a demonstration of its intent to participate in the bidding process, in view of the facts noted above wherein the petitioner addressed the representations to the wrong authority, through an incorrect channel and much beyond the stipulated dates for making representations.

18. This Court notes that the representations dated *08.11.2025* and *06.12.2025* made by the petitioner before respondent no. 1 have been duly taken into consideration by the said respondent, as can be seen by its replies



dated 26.11.2025 and 26.12.2025. As already noticed, the petitioner has not even pressed the submissions made in the representation dated 22.10.2025. Respondent no. 1 has responded to the representations and has taken measures as it deems appropriate. All parties are bound to comply with the law, and respondent no. 1 is equally bound by the 2023 Rules as well as labour laws, and, being a government entity, it is bound to take all measures to comply with the law. However, the present writ petition filed at the behest of a non-bidder cannot be entertained to interdict the tender process of respondent no. 1, especially considering the essential services being rendered by respondent no.1 hospital. We are therefore refraining from adjudicating upon the responses of respondent no. 1 on the issue of compliances of 2023 Rules and the labour laws.

19. Respondent no. 1 is a hospital, and the necessity of the security services sought to be procured under the first bid and the paramedical services sought to be procured under the second bid has been needlessly delayed due to the pendency of this writ, at the behest of a disinterested party.

20. The writ petition is accordingly dismissed with costs of Rs. 25,000/- payable to Delhi High Court Advocates Welfare Trust (A/c No. 15530210002995). Pending applications [if any] are accordingly disposed of.

MANMEET PRITAM SINGH ARORA, J

V. KAMESWAR RAO, J

FEBRUARY 23, 2026/mt/aa