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

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Date of Decision: 03.07.2026

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W.P.(C) 8524/2026

ROADWAY SOLUTIONS INDIA
INFRA LIMITED

.....Petitioner

Through: Mr. Dayan Krishnan, Sr. Adv., Mr.
Ravi Prakash, Sr. Adv. with Mr.
Samir Malik, Mr. Varun Kalra, Ms.
Snehal Kaila and Mr. Krishan Kumar,
Advs.

versus

UNION OF INDIA & ANR.

.....Respondents

Through: Mr. Chetan Sharma ASG with Mr.
Ankur Mittal CGSC, Mr. Abhay
Gupta, Mr. Amit Gupta, Mr. R.V.
Prabhat, Mr. Shubham Sharma and
Mr. Naman, Advs. for R-1/UOI
Mr. Nipun Jain, Govt. Pleader for R-
1/UOI
Mr. Ankur Mittal, Mr. Abhay Gupta
and Ms. Ipsita Dutta, Advs. for R-2

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

MANMEET PRITAM SINGH ARORA, J. (ORAL)

1. The present writ petition has been filed by petitioner challenging the decision of the National Highways Authority of India ['NHAI']/respondent



no. 2 declaring its technical bid as ‘Non-Responsive’ in the tender dated 23.01.2026 for the balance work of Package-VIII of the Vadodara-Mumbai Expressway Project. The petitioner seeks quashing of the technical evaluation result dated 25.06.2026 and a direction to respondent no. 2 to undertake a fresh evaluation of its technical bid after duly considering the clarification response and supporting documents submitted by the petitioner on 03.06.2026, in accordance with the statement recorded before the Delhi High Court in W.P.(C) No. 8250/2026 on 19.06.2026.

2. Facts stated in the petition are as under: -

2.1 The petitioner is an established infrastructure company engaged in execution of large highway projects and has been associated with Package-VIII of the Vadodara-Mumbai Expressway since its inception. The project was earlier awarded to the petitioner twice, first under the Hybrid Annuity Mode [‘HAM’] in 2021, and subsequently under the Engineering, Procurement & Construction Mode [‘EPC Mode’] in 2023. Disputes arising from both contracts primarily concerned non-availability of land and right of way, leading to termination of the contracts and consequent arbitral proceedings. In relation to the HAM contract, arbitral proceedings culminated in an award in favour of the petitioner, while disputes concerning the termination of the EPC contract remain pending in arbitration.

2.2 The petitioner relies upon the previous award of contracts to contend that the technical eligibility of the petitioner to perform the contract is, therefore, not in dispute as it has been associated with the execution of the project since its inception.



2.3 On 23.01.2026, NHAI issued a fresh Request for Proposal [‘RFP’] for the same Bid/Package No. NHAI/2026/PIU-Surat/VME-Pkg-VIII/e-304898¹ under the EPC mode. The petitioner submitted its Technical Bid along with all requisite documents. During evaluation, respondent no. 2 issued a communication dated 21.05.2026 seeking certain clarifications in relation to the petitioner’s Technical Bid and required the petitioner to furnish its response on or before 28.05.2026. The petitioner furnished a detailed clarification response on 03.06.2026 together with supporting documents.

2.4 However, since the response was submitted beyond 28.05.2026, the petitioner apprehended that its clarification may not be taken into consideration and therefore, approached the Vacation Bench by filing W.P.(C) No. 8250/2026 seeking a limited direction that respondent no. 2 consider its clarification response before taking a decision on the Technical Bid. On 19.06.2026, the writ petition was disposed of after counsel for respondent no. 2 stated before the Court that the petitioner’s clarification response and accompanying documents would be considered prior to any decision being taken on the bid.

2.5 Subsequently, on 25.06.2026, NHAI published the technical evaluation results declaring the petitioner’s bid ‘Non-Responsive’. According to the petitioner, the evaluation result does not disclose any reasons for such rejection, nor does it indicate whether the clarification response dated 03.06.2026 was considered.

2.6 The petitioner contends that the impugned decision is arbitrary, non-

¹ for the project titled "Balance Work for Construction of 8- Lane Access Controlled Expressway from Km 154.600 to Km 190.000 of Vadodara-Mumbai Expressway (Juhuwa to Gandeva Section) in the State of Gujarat (Package-VIII)"



speaking, violative of Article 14 of the Constitution, contrary to the terms of the RFP, and inconsistent with the statement made before the coordinate Bench of this Court and the order dated 19.06.2026. The petitioner therefore seeks judicial intervention for setting aside the impugned decision and directing a fresh and fair evaluation of its technical bid.

Findings and Analysis

3. The petitioner participated in the RFP issued by respondent no. 2 and submitted its Technical Bid on 04.05.2026 together with all the documents.

4. In the writ petition, it is stated that respondent no. 2 has published the impugned Technical Evaluation result dated 25.06.2026 on its e-procurement portal where the petitioner's bid has been declared 'Non-Responsive'. It is stated that the result does not disclose any reasons for declaring the petitioner's Technical Bid as Non-Responsive. The impugned result annexed with the petition at Annexure 18 reads as under:

"Sir,

Please refer to your bid submitted for the subject. The result of Technical Evaluation as per clause 2.19 of the RFP is as under:

S. No.	Name of the Bidder	Status
1/9	M/s Agrawal Infrabuild Pvt. Ltd.	Non-Responsive
2/9	M/s Ashoka Buildcon Ltd.	Responsive
3/9	M/s Bansal Construction Works Pvt. Ltd.	Responsive
4/9	M/s Ceigall India Limited	Responsive
5/9	M/s GR Infraprojects Limited	Responsive
6/9	M/s GHV (India) Pvt. Ltd.	Non-Responsive
7/9	M/s Kalthia Engineering and Construction Ltd.	Responsive
8/9	M/s PNC Infratech Ltd.	Responsive
9/9	M/s Roadway Solutions India Infra Limited	Non-Responsive



2. Financial Bid of the above-mentioned technically responsive/eligible bidders shall be opened after display of result of Technical Evaluation on the web portal for 7 days (i.e., till 02.07.2026).”

5. The entire petition is premised on the fact that the reasons for declaring the bid Non-Responsive have not been communicated to the petitioner.

6. However, when the matter was taken up for hearing on 01.07.2026, learned senior counsel appearing on behalf of the petitioner handed over a short-affidavit dated 30.06.2026 enclosing therewith the communication dated 25.06.2026 received by it from respondent no. 2 setting out the reasons for declaring its bid non-responsive. The contents of the letter dated 25.06.2026 reads as under:

“Sir,

This is in reference to your bid submitted for the subject project and the subsequent clarifications sought by the Authority during the technical evaluation process.

2. The Authority has thoroughly reviewed your submissions, including your reply to our clarification request. It has been found that the deficiencies identified during the evaluation have not been addressed. The Bidder has resubmitted the same Experience Certificate that was included in the original Bid and has failed to submit the documentary evidence for the following specific requirement:

- The PCC and/or CC required to demonstrate compliance with **Clause 2.2.2.2(ii)** of the RFP have not been submitted.

3. In the absence of the mandatory documents and information prescribed under the RFP, the eligibility of the Bidder under **Clause 2.2.2.2(ii)** cannot be established. Accordingly, the Bid is considered **Technically Non-Responsive** and **not recommended for further consideration in the bidding process.**”

7. The petitioner contends that the sole reason cited by respondent no. 2 for declaring the bid Non-Responsive is non-submission of a Provisional



Completion Certificate [‘PCC’] along with the Experience Certificate dated 17.04.2026 as per clause 2.2.2.2(ii) of the RFP, which is arbitrary as all the information contained in a PCC or completion certificate has already been recorded in the said Experience Certificate.

8. The respondent no. 2 confirms that the sole reason for declaring the bid Non-Responsive is non-submission of a PCC along with the Experience Certificate dated 17.04.2026. respondent no. 2 submits that it is immaterial that the information contained in a PCC would be duplication of the contents of the said Experience Certificate, as submission of PCC stipulated in the format prescribed for issuance of the Experience Certificate.

9. The short issue arising for consideration is the issue of compliance of Clause 2.2.2.2(ii) of the RFP. The relevant Clause reads as under:

“2.2.2.2 Technical Capacity

- (i)
- (ii) For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels): Provided that at least:

one COMPLETED Project i.e., CC/ PCC issued within Original Scheduled Completion date (without any EOT granted by Authority) for National Highway or Expressway with 4 – lane or above configuration with work costing not less than amount equal to 35% of EPC of the Project – Single Project – i.e., Rs. 516.49 Cr (exclusive of GST) in the last 5 (five) financial years preceding the Bid Due Date or till the Bid Due Date. In case the claimed/(s) are subcontracting/JV project in such a case Approval from the Govt. Authority/Client is required (restricted to allowable subcontracting limit/JV share in original contract).

For the avoidance of doubt, it is clarified that ‘similar completed work’ shall mean a completed work components similar to the work for which bid has been invited. Execution of work, which does not include all major components, shall not be considered as completion of similar work.



Furthermore, in order to claim experience for similar completed work, the bidder must submit the Experience attached at Annexure-IX of Appendix-IA, in addition to the certificate from the Statutory Auditor/Client as specified in Annex-IV of Appendix-IA. Certificate

For the projects executed by NHAI, the Experience Certificate shall be issued by the concerned GM (T) at NHAI HQ based on the recommendation of the Project Director.

Notwithstanding anything to the contrary contained in this RFP, it shall be the responsibility of the Bidder to ensure the compliance of the requirement of above clause 2.2.2.2(ii) of RFP, else the bidder will be considered Nonresponsive for the project.

(the portion in bold and italics is as per the original text)

10. The said Clause, cross-references to the requirement of submission of Experience Certificate dated 17.04.2026 by the bidder from its client as per the format of Annexure IX in Appendix IA. Though, the format of Experience Certificate runs into three pages, however, only the relevant extract is being extracted hereunder for consideration of the pleas of the parties in this writ:

“Appendix-IA
Annexure -IX

Draft Format of Experience Certificate for EPC Projects

(To be issued on the Letterhead of NHAI)

NHAI/PIU/..../2025/....

Date:

EXPERIENCE CERTIFICATE
(TO WHOMSOEVER IT MAY CONCERN)

This is to certify that the Authority (Name.....), engaged M/s. [Name of EPC Contractor] as the EPC Contractor for execution of the project titled "[Name of work]" awarded under Engineering, Procurement &



Construction (EPC) mode.

2. The details of the project & contractor are as under:

Name of the Project	[Full Name of the Project]
Client	National Highways Authority of India, G5&6, Sector-10, Dwarka, New Delhi-110075
Name of EPC Contractor	M/s [Name of the Contractor]
Name & Share of the Lead Member & Other Member, in case of JV	(i) Lead Member- M/s Ltd., Share []% of Contract Value (ii) Other Member- M/s Ltd., Share []% of Contract Value
Date of issuance of LoA	[DD/MM/YYYY]
Date of Contract Agreement	[DD/MM/YYYY]
Date of commencement of work	[DD/MM/YYYY]
Original date of completion	[DD/MM/YYYY]
Extended date of completion(if any)	[DD/MM/YYYY]
Actual date of completion	[DD/MM/YYYY]
Contract Value(Original) excluding GST	Rs.[] Cr.
Revised Contract Value(Including Change of Scope, if any) excluding GST	Rs.[] Cr.

... ..”

11. The respondent no. 2 relies upon the requirement of PCC mentioned at pages 75 and 76 of the Annexure IX at Appendix IA, which reads as under:

“In addition to the above certificates, Bidders are required to provide the followings additional information also duly certified by the Client

Construction Period as per Contract Agreement	
Original date of completion (without EOT)	
Extended date of completion (if any)	
Actual date of completion	
Contract Value (Original) excluding GST	
Date of issuance of Provisional Completion Certificate (along with Copy of Provisional Completion Certificate)	
Date of issuance of Completion Certificate (along with Copy of Completion Certificate)	

Notwithstanding anything to the contrary contained in this RFP for the project, it shall be the responsibility of the Bidder to ensure the compliance of the above requirement, else the bidder will be considered Non-responsive for the project”

(the portion in bold and italics is as per the original text)



12. Learned senior counsel for the petitioner states that there is no dispute that the petitioner has duly submitted the Experience Certificate dated 17.04.2026 as required as per Annexure IX Appendix IA from its client i.e., Maharashtra State Road Development Corpn. Ltd. [‘MSRDC’] contents of which shows that the petitioner has the requisite experience as required under Clause 2.2.2.2(ii). He states that the only reason cited by respondent no. 2 for declaring the bid Non-Responsive is that along with this Experience Certificate, a copy of the PCC has not been submitted. He states that the details contained in the Experience Certificate dated 17.04.2026, issued by the petitioner makes a complete declaration of the relevant information also found in a PCC and the requirement of enclosing of copy of the PCC is a mere duplication exercise. He submits that notwithstanding its aforesaid submissions, the petitioner has now also obtained the PCC dated 30.06.2026 from its client MSRDC and the same is enclosed as an Annexure A-2 to the short affidavit dated 30.06.2026.

13. In response, learned ASG appearing on behalf of the respondents’ states that the PCC dated 30.06.2026 which has now been handed over along with the short affidavit dated 30.06.2026 ought to have been submitted along with the bid or at the least with the clarification dated 03.06.2026. He submits that there is no doubt that the contents of the PCC dated 30.06.2026 are already enlisted in the Experience Certificate dated 17.04.2026, however, since the stipulation at the proforma of Annexure IX Appendix IA requires a copy of the PCC to be enclosed, the same should have been provided within the stipulated time.



He contends that since the format of Annexure IX at Appendix IA clearly instructed the bidder to enclose a copy of the PCC, the petitioner herein had due notice of the said requirement of the tender and sufficient opportunity was granted to the petitioner to furnish the said information *vide* letter dated 21.05.2026. The respondent no. 2 has relied upon the judgment of the Supreme Court in **Central Coalfields Limited and Anr. v. SLL-SML (Joint Venture Consortium) and Ors.**² to contend that since submission of PCC was a specific term of the format, respondent's decision to not condone its non-compliance cannot be termed as arbitrary.

14. The petitioner has sought to repel the aforesaid submission of the respondent no. 2 by contending that keeping in view the fact that the PCC is a duplication of the contents of the Experience Certificate, which was duly submitted with the bid on 04.05.2026, rejection of the bid for non-submission of the PCC is a hyper-technical approach adopted by the respondent no. 2 and hence, arbitrary which should be interfered by the Court in its writ jurisdiction. The petitioner has relied upon the judgment of the Coordinate Bench in **S and P Infrastructure Developers Pvt. Ltd. v. National Highways Authority of India**³. It further submits that since it has now also obtained a formal PCC from MSRDC on 30.06.2026, the deficiency, if any, in the bid stands addressed.

15. The respondent no. 2, however, states that at this belated stage, it cannot permit the petitioner to redress the deficiency by accepting the PCC dated 30.06.2026. It contends that petitioner should have taken appropriate steps for having the said PCC issued prior to 03.06.2026.

² (2016) 8 SCC 622, at paras 27 to 36

³ 2026 SCC OnLine Del 4384, at paras 63 to 65 and 72



16. The short issue arising for consideration in this petition is thus, whether the submission of the Experience Certificate dated 17.04.2026 per the format of Annexure IX, of Appendix IA, in compliance with Clause 2.2.2.2(ii) of the RFP was in-order, or not, for considering the bid of the petitioner compliant with the said Clause OR whether the petitioner's bid has been rightly declared Non-Responsive for non-submission of the PCC dated 30.06.2026, in addition to the Experience Certificate dated 17.04.2026.

17. As noted above, the petitioner has contended that the contents of the PCC dated 30.06.2026 are identical with the contents of the Experience Certificate dated 17.04.2026 and to this extent the filing of the same is merely a duplication of the information. It contends that the PCC in no manner improves the quality of the information required under Clause 2.2.2.2(ii) of the RFP for adjudging the technical capacity of the bidder. However, respondent no. 2 has contended that even though it may be correct that the information provided in the PCC is a duplication of the information provided in the Experience Certificate dated 17.04.2026, since submission of the PCC is the express requirement of the format prescribed in the RFP, its non-submission is a valid ground for declaring the bid of the petitioner Non-Responsive.

18. For deciding this issue, we deem it appropriate to set out the relevant extract of the entire PCC dated 30.06.2026 and Experience Certificate dated 17.04.2026, both issued by MSRDC, hereunder:



“PROVISIONAL COMPLETION CERTIFICATE

We, **Maharashtra State Road Development Corporation Ltd.**, acting as the Authority, under and in accordance with the Agreement dated 20.11.2018 (the "Agreement"), for "***Construction of access controlled Nagpur-Mumbai Super communication Expressway (Maharashtra Samruddhi Mahamarg in the state of Maharashtra on EPC mode for Package 07, From Km 296.000 to 347.190 (section-Village Bande to village Sawargaon Mal in district Buldhana)***" on Engineering, Procurement and Construction (EPC) basis through **M/s Roadway Solutions India Infra Ltd. (Approved Sub-Contractor)** appointed by **M/s Reliance Infrastructure Ltd. (EPC Contractor of the Project)**, hereby certify that the Tests in accordance with Article 12 of the Agreement have been successfully undertaken to determine compliance of the scope of the Sub-contract of the Project Highway with the provisions of the Agreement, and we are satisfied that the Project Highway can be safely and reliably placed in service of the users thereof.

It is certified that, in terms of the aforesaid Subcontract Agreement, all works forming part of Project Highway have been provisionally completed, and the Project Highway is hereby declared it for entry into operation on this the 31 August 2021.

In addition to the above certificate, the following additional information is provided hereunder in response to the request made by the Subcontractor;

Construction Period as per Contract Agreement	30 months
Original date of completion (without EOT)	09.10.2021
Sub-Contract Value excluding GST	1312.23 Crore
Date of issuance of Provisional Completion Certificate	As Above

”

(the portion in bold and italics is as per the original text)

The Experience Certificate dated 17.04.2026 though runs into three pages, however, the relevant extract of the said Experience Certificate which replicates the information provided in the PCC dated 30.06.2026 is being



extracted for consideration of the pleas of the parties, hereunder:

No. MSRDC/Chh. Sambhajinagar/NMSCEW/CP-07/Certificate/ 738/ 2026

Date:- 17/04/2026

Maharashtra State Road Development Corpn. Ltd.

(A Government of Maharashtra Undertaking)

TO WHOM SO EVER IT MAY CONCERN

This to certify that, M/s Roadway Solutions India Infra Ltd. is the Sub-Contractor deployed by M/s Reliance Infrastructure Ltd. (EPC Contractor of the Project) and approved by MSRDC as Sub-contractor as per Clause 3.2 of CA vide their letter No. MSRDC/NMSCEW/Pkg-07/1746/2019 dated 08.03.2019 for the work of "Construction of access controlled Nagpur-Mumbai Super communication Expressway (Maharashtra Samruddhi Mahamarg in the state of Maharashtra on EPC mode for Package 07, From Km 296.000 to 347.190(section -Village Bande to village Sawargaon Mal in District Buldhana)".

Based on the Certificate issued bearing No. EE/MSRDC/Sindkhed Raja/72/2021, dated 25.09.2021 the Sub-Contractor M/s Roadway Solutions India Infra Ltd. has been executed the scope of works as per Standards and Specifications successfully as per schedule.

1	Name of Project	-	Construction of Access Controlled Nagpur-Mumbai Super communication Expressway (Maharashtra Samruddhi Mahamarg in the state of Maharashtra on EPC mode for Package 07, From Km 296.000 to 347.190(section -Village Bande to village Sawargaon Mal in District Buldhana
2	EPC Contractor	-	Reliance Infrastructure Ltd.
3	Subcontractor	-	Roadway Solutions India Infra Limited
4	Authority / Client	-	Maharashtra State Road Development Corporation Ltd.
5	Authority's Engineer	-	L.N. Malviya Infra Project Pvt. Ltd.
6	LOA	-	MSRDC/NMSCEW/LOA/T-2007/6251/2018, dt. 30.08.2018
7	Agreement No & date	-	20.11.2018
8	Type of Contract	-	EPC Contract
9	Value of the Contract at award	-	Rs. 1312.23 Cr.
10	Value of the Contract to be work executed	-	Rs. 1312.23 Cr.
11	Date of Commencement	-	13.04.2019
12	Actual Date of Provisional Completion	-	31.08.2021
13	Stipulated Date of Completion	-	09.10.2021

Katil
Executive Engineer
M.S.R.D. Corporation Ltd.
Chhatrapati Sambhajinagar

19. A comparison of the extract of the Experience Certificate dated 17.04.2026 and the PCC dated 30.06.2026 shows that the information provided in the said PCC is in conformity with the information provided in the said Experience Certificate. Also, the information provided in the PCC is a repetition of the information provided in the Experience Certificate. To



this extent, the submission of the petitioner that the information in the PCC is a duplication of the information already provided in the Experience Certificate is duly borne out.

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.

23. The facts also show that the PCC has been issued by MSRDC only on



30.06.2026 at the request of the petitioner, and it had not been otherwise issued prior thereto to the contractor and the sub-contractor. It appears that prior to this MSRDC had not issued a PCC to the contractor or the sub-Contractor and therefore, as a matter of fact no PCC existed. In these circumstances submission of the PCC along with the bid was not possible for the petitioner and therefore, this is not a case of omission by the bidder.

24. We find that the reliance placed by the petitioner on the judgment of **S and P Infrastructure Developers Pvt. Ltd.** (supra) is apposite in the facts of this case. The information sought by the respondent no. 2 for assessing the technical capacity of the bidder as per Clause 2.2.2.2(ii) of the RFP has been duly provided by furnishing the Experience Certificate dated 17.04.2026, veracity whereof is not in dispute. The exclusion of the petitioner from the bidding process for non-filing of the PCC along with the Experience Certificate, even though it duplicates the information already filed, in our opinion, qualifies as a hyper technical approach by the respondent no. 2.

25. Though, we are unable to accept the submission of the respondent no. 2 that non-submission of the PCC amounts to non-compliance with the essential term of the RFP and justifies rejection of the bid, we, however, note that since the PCC has since been obtained by the petitioner on 30.06.2026 and has been filed prior to the financial bids being opened, the deficiency, if any, stands cured. The participation of the petitioner will enhance the competitiveness of the tender process and is in public interest.

26. The reliance placed by the respondent on the judgment of **Central Coalfields Limited** (supra) is misplaced in the facts of the present case. The



principle enunciated therein, namely that the employer is ordinarily entitled to insist upon strict compliance with essential tender conditions, has no application where the substantive requirement underlying the condition already stands fulfilled. In the present case, the object of Clause 2.2.2.2(ii) of the RFP was to enable the Authority to assess the technical capacity and experience of the bidder. The requisite information for such assessment was comprehensively furnished through the Experience Certificate dated 17.04.2026, duly issued by the client, MSRDC, the authenticity and contents whereof have not been disputed by the respondent no. 2. The respondent no. 2 has also been unable to demonstrate that the PCC would have supplied any additional material information relevant to the evaluation of the bidder's eligibility. Once the Experience Certificate issued by the client MSRDC had been furnished and the technical credentials of the petitioner stood duly evidenced thereby, the essential requirement of the RFP stood substantially complied with. Moreso, no PCC had in fact been issued by MSRDC prior to 30.06.2026 and, therefore, the petitioner could not have furnished a document which was not in existence at the relevant time.

27. We, accordingly, set aside the Technical Evaluation result dated 25.06.2026, insofar as it declares the petitioner's bid as Non-Responsive on the ground of non-submission of the PCC in compliance with Clause 2.2.2.2(ii) of the RFP. The respondent no. 2 is directed to evaluate the petitioner's technical bid after duly taking into consideration the PCC dated 30.06.2026 and consider the financial bid of the petitioner along with the other technically qualified bidders.



28. With the aforesaid directions, the petition is allowed. Pending applications stand disposed of.

MANMEET PRITAM SINGH ARORA, J

V. KAMESWAR RAO, J

JULY 03, 2026/msh/AM