



2026:DHC:6563-DB



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

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Judgment Reserved on: 31.07.2026

Judgment delivered on: 12.08.2026

Judgment uploaded on: 12.08.2026

CNR No. DLHC010301392026+ W.P.(C) 9493/2026 CM APPL. 44145/2026
RAWANI CONSTRUCTION AND ANR.

.....Petitioners

versus

IRCON INTERNATIONAL LIMITED
AND ANR.

.....Respondents

CNR No. DLHC010304872026+ W.P.(C) 9544/2026 CM APPL. 44505/2026
M/S TRISHUL CONSTRUCTIONS

.....Petitioner

versus

M/S IRCON INTERNATIONAL LIMITED

.....Respondent

Advocates who appeared in this case

For the Petitioners : Mr. Susmit Pushkar, Mr. Anchit
Oswal, Mr. Raj Mohan Gupta and
Ms. Naina Agarwal, Advs.

Mr. Mayank Dubey and Mr. Abhisar
Vidarthi, Advs.

For the Respondents : Mr. Sidhant Goel, Ms. Aishna Jain
and Ms. Kratvi Kawdia, Advs.

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 petitions have been filed under Article 226 of the Constitution of India, 1950, with respect to the disqualification of the Petitioner(s) by Respondent No. 1 *vide* its ‘Summary of Technical Evaluation Report’ dated 10.07.2026 [‘impugned report’] in relation to tender dated 19.01.2026 for Construction of MSME¹ technology centre at Nagpur (Maharashtra) under the scheme ‘Establishment of New Technology Centre/Extension Centre’ [‘impugned Tender’].

1.1. Petitioner No. 1/Rawani Construction in W.P.(C) 9493/2026 is a partnership firm and is aggrieved by the rejection of its Affidavit dated 18.03.2026 filed as per the format of Annexure IV in compliance of the tender conditions.

1.2. Similarly, Petitioner/Trishul Constructions in W.P.(C) 9544/2026 is a partnership firm and is also aggrieved by the rejection of its Affidavit dated 18.03.2026 filed as per the format of Annexure IV in compliance of the tender conditions.

2. The Affidavit, as per the format of Annexure IV, with the bid, has been filed by the respective Petitioner firm(s) through one of its partners duly authorized by a Power of Attorney [‘PoA’].

Respondent No. 1/IRCON International has raised an objection that the Affidavit ought to have been signed by each of the partners and not merely by the partner who holds the PoA.

¹ Micro, Small and Medium Enterprises



3. The common issue arising for consideration in these petitions is whether the Affidavit submitted by the bidder as per Annexure IV complies with the tender conditions or not?

4. The parties agree that the issue is common, and common arguments have been addressed by the counsels. Accordingly, W.P.(C) 9493/2026 is dealt with as the lead matter to decide the rival contentions.

SUBMISSIONS BY THE PETITIONERS

5. Learned counsel for the Petitioners stated that Respondent No. 1 released a Notice Inviting Tender ['NIT'] dated 19.01.2026 being e-Tender No. IRCON/B1100009/MSME/e-Tender/EPC/TC Nagpur/ET48 on behalf of its Client/ Owner, i.e. the Respondent No. 2/Union of India, for Construction of MSME Technology Centre at Nagpur (Maharashtra).

5.1. He stated that Petitioner No. 1 submitted its bid for the impugned Tender on 18.03.2026, along with the requisite documents. The Affidavit submitted by Petitioner No. 1 was as per the format provided in Annexure IV of Section III-Instructions to Tenderers ['ITT'], and was duly signed by its Authorized Representative, Petitioner No. 2/Mr. Amit Rawani. However, Petitioner No. 1's bid was disqualified on the sole ground that the 'Affidavit was not signed by all the partners'. Consequently, the financial bid of Petitioner No. 1 was not opened by Respondent No. 1.

5.2. He stated that the bidders were required to execute and submit the bidding documents in the format prescribed under the impugned Tender. The prescribed format of the Affidavit was provided in Annexure IV of Section III of the ITT, to be submitted pursuant to Clause 26(b) of the ITT,



Clause 4 of the Essential Qualifying Criteria [‘EQC’], and Sub-Clause 10.2 of the ITT. The Affidavit enclosed in Annexure IV provides that it is required to be ‘Signed by the Authorized Representative of the Firm’. It is stated that Petitioner No. 1, therefore, executed the Affidavit through Authorized Representative, as per the instructions recorded on the format.

Furthermore, he stated that the clauses for the Affidavit referred to in Annexure IV don’t state or require it to be signed by all partners if the bidder is a partnership firm. Thus, the requirement of signing the Affidavit by all partners in case a bidder is a partnership firm is not mandatory/essential as per the bidding documents.

5.3. He stated that the format of the Affidavit at Annexure IV does not cross-reference Clause 7 of the EQC at Annexure V, and Petitioners, despite exercising due diligence, while executing the Affidavit as per Annexure IV, did not understand that Respondent No. 1 intended that Affidavit at Annexure IV should be signed by all the partners of the firm. It is submitted that the Affidavit furnished by Petitioner No. 1, duly executed by Petitioner No. 2, a partner of Petitioner No. 1 specifically authorized under a PoA to execute the bid documents on its behalf, ought to have been accepted by Respondent No. 1.

5.4. He stated that the non-signing of the Affidavit by all the partners of Petitioner No. 1 does not affect the responsiveness of the bid, limit its contractual obligations, or unfairly affect the competitive position of the bidders. Consequently, it cannot be held that the bid submitted by Petitioner No. 1 is not substantially responsive in terms of Clauses 18.2 and 18.3 of Section III of the ITT.



5.5. He stated that Clause 10 of Section III of the ITT, and Clause 3.15 of the Integrity Pact format enclosed at Annexure VI, stipulate that bidders, who are partnership firms, shall ensure that the document is signed by all the partners. It is stated that, abiding by the said instruction, all the partners of Petitioner No. 1 duly signed the Integrity Pact and submitted the same with the bid.

5.6. He stated that in the present case, the Affidavit was executed by Petitioner No. 2 [who is a partner and the duly Authorised Representative of Petitioner No. 1] under the PoA dated 18.03.2026, executed by all the partners. The Affidavit is binding on the firm and all its partners. He stated that since Respondent No. 1 already had all documents relating to the constitution of Petitioner No. 1 firm, the non-signing of the Affidavit by all the partners is curable. Therefore, the impugned disqualification on the ground that the Affidavit was not individually signed by each partner is arbitrary, hyper-technical, and contrary to the format of Annexure IV of the tender documents. He has placed reliance on the judgment by a Single Bench of the Gauhati High Court in **Royal BNILLP (JV) and Ors. v. Union of India and Ors.**²

5.7. He stated that Respondent No. 1 has issued identical tenders for other centres. The Petitioner(s) have submitted their bid for the other tenders as well. The issue of deficiency or non-compliance of the Affidavit in the prescribed format as per Annexure IV will arise for consideration in the other tenders as well, and therefore it is necessary to pursue these petitions.

² 2023 SCC OnLine Gau 5472 [Paragraph Nos. 29 and 30]



SUBMISSIONS BY RESPONDENT NO. 1

6. Mr. Sidhant Goel, learned counsel for Respondent No. 1 stated that as per Clause 10.2 of the ITT it was clear that the Affidavit, in the format of Annexure IV, to be submitted by the bidder was a step in aid of the Integrity Pact, which was to be submitted by the successful bidder at the time of signing of the Contract Agreement. He stated that as per Clause 10.3 of the ITT, the Integrity Pact is to be signed by all the partners of a partnership firm. He stated that Clause 10.4 of the ITT, only the bidders who sign the Affidavit, in the format of Annexure IV, will be qualified to participate in the bidding process. He stated that thus the Affidavit, in the format of Annexure IV, was in furtherance of the Integrity Pact.

6.1. He stated that Clause 7 of the EQC set out in Annexure V of the impugned Tender expressly stated that the bidder shall sign the Affidavit as enclosed in Annexure IV of ITT. And, this Affidavit shall be signed by all the partners of the partnership firm. He stated that this Clause 7 of the EQC was a mirror requirement as provided in Clause 10.3 of the ITT *qua* Integrity Pact. He stated that this criterion was essential and mandatory.

6.2. He stated that as per Clause 3 of the NIT, the eligibility of the bidders is to be assessed on the EQC given in Annexure V. He stated that therefore the essentiality of the terms contained in EQC at Annexure V is as clear as possible. He stated that Clause 19.1 of the ITT also states that bids shall be evaluated based on criteria of EQC as given in Annexure V.

6.3. He stated that Petitioner No. 1 participated in the Tender process without any demur and without seeking any clarification on Clause 7 of the



EQC. He stated that Petitioner No. 1 cannot now be heard to question the essentiality of the said condition.

6.4. He stated that the rationale behind the condition that the Affidavit in Annexure IV should be signed by all the partners is set out at paragraph ‘13’ of the counter affidavit. He stated that the declaration as regards the individual not being debarred or black listed or suspended or facing CIRP³ or liquidation, etc., proceedings were required to be a personal declaration of the status of each partner.

6.5. He stated that the PoA dated 18.03.2026 executed in favour of one of the partners, i.e., Petitioner No. 2 herein, is of no assistance as it is a general PoA. The said PoA does not authorize Petitioner No. 2 to make the substantive declaration under Annexure IV.

6.6. He stated that the footer of Annexure IV, the words “Signed by the Authorized Representative of the Firm” constitute only a generic subscription applicable to all bidder types, i.e., proprietorship, companies or firms. He stated that this footer cannot displace the specific stipulation in Clause 7 of the EQC. He stated that the contrast in the format of Annexure IV and Annexure VI does not in any manner displace the requirement of Clause 7 of EQC.

6.7. He stated that the fact that references in the format at Annexure IV do not contain any reference to Clause 7 of the EQC does not imply that Clause 7 of the EQC is excluded.

³ Corporate Insolvency Resolution Process



6.8. He has placed reliance on the judgments of Co-ordinate Benches of this Court in **Kalinga Commercial Corporation Ltd. v. Steel Authority of India**⁴ and **Amit Kumar v. Union of India**⁵ to contend that non-compliance with tender conditions warrants rejection of the bid by the tendering authority and the Courts must defer from interference unless the said rejection is arbitrary, perverse or mala fide.

6.9. He concluded by submitting that the bid has been rejected for being ineligible on evaluation of Clause 7 of the EQC at Annexure V read with Clause 10.4 of the ITT. He clarified that Petitioner No. 1's bid has not been rejected as non-responsive either under Clause 18.2 or 18.3.

COURT'S FINDINGS

7. This Court has heard the learned counsel for the parties and perused the record.

8. In view of the submission of the parties, we deem it appropriate to set out Clause 10 of the ITT, and the format of Annexure IV of the impugned Tender, which read as under: -

“10 Integrity Pact (IP):

.....

10.2 Integrity Pact shall be signed by the authorized signatory of the tenderer and witnessed in the format attached as **Annexure-VI** at the time of signing Contract Agreement. Bidders shall abide by the provisions of Integrity Pact by signing the Affidavit attached as **Annexure - IV** to Instructions to Tenderers.

10.3 If the bidder is a partnership or a consortium, this pact will be signed by all partners or consortium members at the time of signing Contract

⁴ 2023 SCC OnLine Del 3458

⁵ 2019 SCC OnLine Del 12333



Agreement.

10.4 **Only those vendors/bidders who sign the Affidavit shall be qualified to participate in the bidding process.**

10.5 The Integrity Pact will be signed by IRCON at the time of execution of Agreement with the successful tenderer.”

[Emphasis Supplied]

FORMAT OF ANNEXURE IV

“

Annexure-'IV'

(Ref Clause 26.b. Instructions to Tenderers at Page 21,
Clause 4. of Essential Qualifying Criteria at Page 25 & Sub-clause 10.2 of ITT at Page 15)

AFFIDAVIT

I/we, the undersigned, do hereby solemnly affirm and declare that-

1. Neither our firm nor any of the members/partners in any manner as an individual or the constituent partner in case of partnership firm have been declared non-performer by Central/ State Government Department in India including authority controlled by them during the last two years prior to the date of our bid submission.
2. As on date our bid submission, neither our firm nor any of the members/partners in any manner as an individual or the constituent partner in case of partnership firm are debarred for tendering, blacklisted, suspended in any Central/ State Government Department in India including authority controlled by them.
3. As on date our bid submission, neither our firm nor any of the members/partners in any manner as an individual or the constituent partner in case of partnership firm/ N are in Corporate Insolvency Resolution Process (CIRP)/ liquidation/Winding up/ CDR/SDR/S4A/Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the bid due date.
4. No contract agreement between IRCON or its wholly owned subsidiaries and either our firm or any of the members/partners in any manner as an individual or the constituent partner in case of partnership firm have been terminated on account of our default during the last two years prior to the date of our bid submission.
5. We have no objection to IRCON requesting to any bank, person, firm or



body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.

6. We understand that further qualifying information may be requested by IRCON and we agree to furnish any such information at the request of IRCON within the prescribed time.

7. We bind ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the IRCON.

8. We have read and understood all the provisions included in the Integrity Pact and abide by them, if applicable.

9. We have read and understood all the provisions included in the bid documents and abide by them.

10. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Dated:

”

(Emphasis Supplied; blue colour added to the right-hand corner of the format for emphasis)

9. Since the format of the Affidavit at Annexure IV refers to Clause 26.b of ITT, and Clause 4 of EQC, we also deem it appropriate to set out the said clauses hereunder, which read as under: -

“26 Declaration of non-performance or ban status or termination

.....

b. They are currently debarred for tendering, blacklisted, suspended in Central/State Government Department in India including authority controlled submission.”



“Essential Qualifying Criteria

.....

4. The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets.”

10. A perusal of the format of the Affidavit at Annexure IV makes it clear that it contains no reference to Clause 7 of EQC, which has been relied upon by Respondent No. 1 to contend that if the bidder was a partnership firm, the said Affidavit had to be signed by each of the partners. Instead, we find that Annexure IV refers to Clause 26.b of the ITT, Clause 4 of the EQC, and Clause 10.2 of the ITT. These clauses, cross-referenced on the format of Annexure IV, do not instruct that the bidder, which is a partnership firm, must ensure that all its partners sign the bid.

To the contrary, the format of the Affidavit expressly stipulates that it will be signed by the **Authorized Representative** of the **Firm**. In these facts, where the format itself illustrates signing of the Affidavit by the Authorized Representative of the Firm, we are of the considered opinion that the understanding of Petitioner No. 1 that its partner and Authorized Representative Petitioner No. 2 had to sign this Affidavit is a reasonable and plausible understanding of the tender format.

11. The submissions of Respondent No. 1 show that there is apparent contradiction/inconsistency in instructions on its format at Annexure IV, as regards mode of execution, when compared with Clause 7 of the EQC at Annexure V. The format gives a distinct impression that the Affidavit has to be signed by the **Authorized Representative** of the **Firm**, i.e., the bidder. A firm is commonly understood as a partnership firm. The format does not match the instructions at Clause 7 of the EQC, which stipulates that all



partners of the firm must sign the said Affidavit. Pertinently, Clause 7 of the EQC is not stated/cross-referenced in the top right-hand corner of the format (highlighted in blue colour) of Annexure IV as already noticed above. In the present facts, it is evident that the error or omission lies with the tendering authority in preparing the prescribed formats annexed with the impugned tender, which has led to ambiguity. In our considered opinion, there is, however, no lack of diligence or default on the part of the Petitioners, who duly submitted the Affidavit executed by the Petitioner No. 2, the duly authorized PoA, acting in accordance with the format.

12. There is no dispute that in addition to Petitioner No. 2, all other partners of Petitioner No.1 are duly compliant and do not suffer from any of the disqualifications of blacklisting, CIRP, etc. enlisted in paragraph nos. ‘1’ to ‘4’ of the Affidavit. The declaration made by Petitioner No. 2 on behalf of all vis-à-vis paragraph nos. ‘1’ to ‘4’ of the partners is true and correct. Thus, there has been no misrepresentation by the Petitioners by not filing the Affidavit through each of its partners.

13. Respondent No. 1’s assertion that the Affidavit, in the format prescribed at Annexure IV, ought to have been commonly signed by all the partners is ex-facie unacceptable. By its very nature, an Affidavit⁶ is a sworn declaration made by a single deponent, as it is accompanied by a verification, in which the deponent has to verify the contents of the Affidavit as true and correct to his/her knowledge. An oath is administered to the deponent by the Notary⁷, and it is only thereafter that the document is characterized as an Affidavit.

⁶ Section 3(3) of the General Clauses Act, 1897

⁷ Section 8(1)(e) of the Notaries Act, 1952



The submission of Respondent No. 1 that the intent of the impugned Tender is that all the partners of a partnership firm must simultaneously swear a common Affidavit, while deposing on individual facts pertaining specifically to each one of them, is contrary to the nature and character of an Affidavit. The law, however, permits one individual to swear an Affidavit on behalf of another individual and depose on oath facts under instructions from the said other individual. In the facts of the present case, the partners duly authorized Petitioner No. 2 to make the declarations as per Annexure IV on their behalf. The execution of the Affidavit dated 18.03.2026, by Petitioner No. 2 for himself and the other partners, is therefore in accordance with law. It contains solemn affirmation by the deponent and verification of the facts stated therein. It fulfils the requirements of the impugned Tender wherein Respondent No. 1 requires a declaration from the firm that none of its partners suffers from any of the disqualifications mentioned at paragraph nos. 1 to 4 of the Affidavit.

14. In case Respondent No. 1 required each partner to sign an Affidavit as per the format in Annexure IV, the tender terms should have provided for each partner to execute a separate Affidavit. Signing of a common Affidavit by multiple deponents as per the format in Annexure IV would be a farce as the oath to be administered by the Notary to each of the deponents and verification of the contents would be physically impossible to chronicle on the Affidavit, for multiple deponents. This can be illustrated from the sample Affidavit filed by Respondent No. 1.

15. Respondent No. 1 has filed and relied upon a sample Affidavit submitted by one of the other bidders as Annexure R-1, whose bid has been



found responsive. Annexure R-1 is reproduced as under: -

Annexure-'IV'
AFFIDAVIT

I/we, the undersigned, do hereby solemnly affirm and declare that-

1. Neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm have been declared non- performer by Central/ State Government Department in India including authority controlled by them during the last two years prior to the date of our bid submission.
2. As on date our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm are debarred for tendering, blacklisted, suspended in any Central/ State Government Department in India including authority controlled by them.
3. As on date our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm/ JV are in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/SDR/SAA/Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the bid due date.
4. No contract agreement between IRCON or its wholly owned subsidiaries and either our firm or any of the members/partners in any manner as an individual or the constituent partner in case of partnership firm have been terminated on account of our default during the last two years prior to the date of our bid submission.
5. We have no objection to IRCON requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
6. We understand that further qualifying information may be requested by IRCON and we agree to furnish any such information at the request of IRCON within the prescribed time.
7. We bind ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the IRCON.
8. We have read and understood all the provisions included in the Integrity Pact and abide by them, if applicable.
9. We have read and understood all the provisions included in the bid documents and abide by them.
10. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

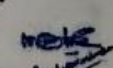
Signed by the Authorized Representative of the Firm)

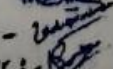
Name of the Authorized Representative: Shantanu Bhushan Samarth

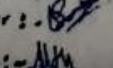
Name of the Firm: M/s. Prashant Construction Company

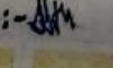
Dated:

1) Bhushan Samarth :- 

2) Manish Samarth :- 

3) Lata Palodurday :- 

4) Omkar Palodurday :- 

5) Chetan Samarth :- 

SWORN / SOLEMNLY AFFIRMED BY above deponent

WHO IS PERSONALLY KNOWN TO ME / IDENTIFIED BY _____

BEFORE ME THIS THE 22 DAY OF March 2026

AT RAIPUR.


S.S. BHINGADE
NOTARY
CHIT RAIPUR (N.E.) INDIA

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16. This Court has perused the said document, wherein the responsive bidder has, on a photocopy of Annexure IV, caused its five partners to sign the document. The contents of the Affidavit have not been verified by the deponents. Without verification of the contents, this document cannot be construed as an Affidavit. The stamp of affirmation affixed by the Notary has blanks; it fails to identify any specific deponent. The Notary has not even filled in the second blank in its stamp, showing the perfunctory process adopted in notarizing the Affidavit. In fact, the sample Affidavit filed by Respondent No. 1 shows that the compliance of this condition is not possible as per law for multiple deponents by filing a common Affidavit. Respondent No. 1 is expecting and accepting paper compliance of this condition of declaration, which is neither meaningful nor in accordance with law.

17. Respondent No. 1, during arguments, clarified that the requirements for all the partners of the firm to sign the Affidavit of the partnership firm do not apply to a bidder which is a corporate entity. It was submitted that this condition only applies to a partnership firm and a joint venture. In fact, the contents of the Affidavit at Annexure IV substantially contain declarations applicable to a partnership firm and its partners. We wonder on what basis the bidders, who are corporate entities, have submitted an Affidavit in this format, provided at Annexure IV, as the contents of the format do not pertain to such a corporate entity. It appears to us that this condition of executing the Affidavit as per Annexure IV has been carried out by the bidders in a mechanical manner and Respondent No. 1 has insisted on mechanical compliance. The reason for not seeking a similar Affidavit from each director or shareholder of the corporate entity is also not forthcoming from Respondent No. 1. During arguments, we got a distinct impression that



the contents of this format Affidavit have not been thought through for its applicability to a bidder which is a corporate entity or an LLP. The compliance with the execution of Affidavit at Annexure IV is therefore mechanically sought by the Respondent. However, the substance of the clause of the tender is that Respondent wants to ensure that the bidder and its constituents must not suffer from the disqualifications enlisted in paragraph nos. 1 to 4 of the format. In our considered opinion, signing of the Affidavit by a PoA holder on behalf of the remaining partners of the Petitioner firm duly satisfies the said condition.

18. The law recognizes that where a partnership firm acts through a duly authorized partner, such partner is competent to swear the Affidavit for and on behalf of the firm and its partners. Chapter IV of the Indian Partnership Act, 1932 duly recognizes that one partner is an agent of the firm and its actions during the ordinary course of the business bind the other partners and the firm. This position in law, read with the instructions on the Affidavit that it has to be signed by the Authorized Representative of the Firm, also gives credence to the understanding of Petitioner No. 1 that the Affidavit has to be signed by the Authorized Representative of the Firm. As recorded above, the expression firm is commonly understood as a partnership firm.

19. Notwithstanding the aforesaid, and assuming arguendo that Respondent No. 1's interpretation of the mode and manner of execution of the Affidavit requirement is correct, the underlying objective of the Affidavit requirement, namely, to secure a binding undertaking on behalf of Petitioner No. 1, stood fully satisfied by the Affidavit sworn by the duly Authorized Representative acting pursuant to the PoA executed by all the



partners. Requiring the signatures of the remaining partners would not have resulted in any modification of the bid, conferred any undue advantage upon Petitioner No. 1, or caused any prejudice to the other bidders.

20. It has been contended by Respondent No. 1 that due to the nature of declarations sought from each partner in the Affidavit, it is intended that the Affidavit is signed by each partner and not by an Authorized Representative. As mentioned above, in law, the Affidavit signed by the Authorized Representative pursuant to the PoA binds each of the partners, as this is a consequence of law when a PoA holder executes a document on instructions of the principal. The interests of Respondent No. 1 are therefore protected even if it relies upon the Affidavit executed by the PoA holder on behalf of all the partners of the firm.

21. Respondent No. 1 has relied upon the judgment of a Co-ordinate Bench of this Court in **Kalinga Commercial Corporation** (supra) wherein the Court had upheld the rejection of the petitioner's bid by the respondent for not meeting the qualification criteria. In the considered opinion of this Court, the reliance placed by Respondent No. 1 on the aforesaid judgment is misplaced. In the said judgment, the issue pertained to the evaluation of the petitioner's compliance with an express financial eligibility criterion, namely the computation of the prescribed net worth. In the present case, however, there is no dispute regarding Petitioner No. 1's eligibility, nor is there any challenge to Respondent No. 1's assessment of an eligibility criterion.

22. Respondent No. 1 has also relied on the judgment of a Co-ordinate Bench of this Court in **Amit Kumar v. Union of India** (supra). The reliance



placed on the aforesaid judgment is also misplaced. In that case, the petitioner had admittedly failed to furnish the mandatory undertaking required under the tender conditions, resulting in complete non-compliance with a tender clause. In the present case, the Affidavit in the prescribed format was duly submitted. The dispute is with regard to Respondent No. 1's interpretation that the Affidavit ought to have been signed by all the partners as per Clause 7 of EQC, despite the Annexure IV format itself not expressly prescribing such a requirement and the Affidavit having been executed by Petitioner No. 2 under a valid PoA.

23. We are therefore unable to accept the submission of Respondent No. 1 for disqualifying the bid of Petitioner No. 1, and we accordingly set aside its decision dated 10.07.2026 disqualifying Petitioner No. 1 for the reason that the Affidavit as per Annexure IV was not signed by all the partners. Respondent No. 1 is directed to process the technical bid of Petitioner No. 1 and evaluate it as per the terms and conditions of the impugned Tender, and if found technically eligible, also consider the financial bid. The interim order dated 17.07.2026 shall stand merged into this final order.

24. In case Respondent No. 1 so desires, it may seek an individual Affidavit of each of the partners as per the format in Annexure IV.

25. The Petitioners had clarified that this issue is critical as it has participated in other similar tenders issued by the Respondents and apprehends that it shall be disqualified from the other tenders on this ground of non-signing of the Affidavit, as per Annexure IV by all the partners. We make it clear that for the other tenders as well, the Respondents will not disqualify the Petitioners on this ground, which has already been decided in



this petition.

26. With the aforesaid direction, the writ petition stands allowed. Pending applications stand disposed of.

W.P.(C) 9544/2026

27. The legal issue arising for consideration in this petition is identical. The Petitioner is a partnership firm. The partners have executed a PoA dated 18.03.2026 in favour of one of its partners Mr. Manish Kumar Agrawal. The said partner executed an Affidavit dated 18.03.2026 as per Annexure IV for and on behalf of all the partners in the firm. The Petitioner has been disqualified by the Respondent citing non-compliance of Clause 7 of EQC.

28. There is no dispute that none of the partners of the Petitioner suffers from any of the disqualifications enlisted in the Affidavit and the declaration made by Mr. Manish Kumar Agrawal on behalf of each of the partners is correct.

29. For the reasons already recorded in W.P.(C) 9493/2026, we also hereby set aside the disqualification dated 10.07.2026 for the reason that the Affidavit as per Annexure IV was not signed by all the partners. The Respondent is directed to process the technical bid of the Petitioner and evaluate it as per the terms and conditions of the impugned Tender, and if found technically eligible, also consider the financial bid. The interim order dated 17.07.2026 shall stand merged into this final order.

30. In case the Respondent so desires, it may seek an individual Affidavit of each of the partners as per the format in Annexure IV.



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31. With the aforesaid direction, the writ petition stands allowed. Pending applications stand disposed of.

32. Before we part, we direct that the Respondents would be well advised to re-examine the format of the Affidavit as per Annexure IV and the instructions for execution of the Affidavit, so as to bring clarity on its execution by bidders, which are partnership firms or joint ventures. The contents of the Affidavit would also require examination where the prospective bidder is a Corporate Entity.

MANMEET PRITAM SINGH ARORA, J

V. KAMESWAR RAO, J

AUGUST 12, 2026/hp/aa