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

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Date of Decision : 25.03.2026

+ **W.P.(C) 3781/2026 & CM APPL. 18537/2026**

**M/S AARTHI OIL AND GAS EXPLORATION
SERVICES PRIVATE LIMITED**

.....Petitioner

Through: Dr. Shashwat Bajpai, Ms. Mishika
Bajpai and Mr. Mayank Chaturvedi,
Advocates.

versus

**OIL AND NATURAL GAS CORPORATION
LIMITED & ORS.**

.....Respondents

Through: Mr. Chetan Sharma, ASG with Mr.
Abhimanyu Garg, Mr. Amit Gupta,
Mr. R. V. Prabhat, Mr. Shubham
Sharma, Mr. Yash Wardhan Sharma,
Ms. Preety Makkar, and Mr. Naman,
Advocates for R1 & R2.
Mr Ankur Mittal, CGSC along with
Ms Aditi Singh, GP and Ms Rabaica
Jaiswal, Advocate for R3.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

V. KAMESWAR RAO , J. (ORAL)

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

“(i) Issue a Writ of Certiorari or a Writ in the nature thereof, quashing the impugned technical disqualification orders dated



20.02.2026 and 19.03.2026 in respect of GeM Bid No.GEM/2025/B/6841328 dated 04.11.2025 for Schedules 1 and 6;

(ii) Issue a Writ of Mandamus or any other appropriate writ order or direction in the nature thereof, directing the Respondent ONGC to reevaluate the Petitioner's bid by applying the 15% turnover relaxation under Clause FF of the Commercial Terms & Conditions to the financial parameters of the Supporting Company DGEIPL;

(iii) Issue a Writ of Mandamus directing the Respondent to allow the Petitioner to participate in the Reverse Auction and file its financial bid pending disposal of this Petition;

(iv) Issue a Writ of Mandamus directing the Respondent not to finalise or award the contract in respect of the said Schedules pending the disposal of this Petition;

(v) Pass an order of status quo directing the Respondent not to take any further steps towards finalisation, execution, or operationalisation of any contract awarded pursuant to GeM Bid No.GEM/2025/B/6841328 dated 04.11.2025 in respect of Schedule I and Schedule 6, pending the disposal of the present Writ Petition

(vi) Issue a Writ of Certiorari or a Writ in the nature thereof, calling for the complete records pertaining to the proceedings before the Independent External Monitors (IEMs), including the hearing held on 17.03.2026, all file notings, deliberations, correspondence, and the full, unredacted opinion rendered by the IEMs in relation to the Petitioner's representation, and after examining the same, be pleased to quash and set aside any findings adverse to the Petitioner therein.

(vii) Pass any such other and further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."

2. The case of the petitioner as contended by Dr. Shashwat Bajpai, learned counsel for the petitioner is that the petitioner/ 'M/s. AOGESPL' is a duly incorporated company registered as a 'Micro Enterprise' (ME) and also recognised as a Startup by the Department for Promotion of Industry and Internal Trade under the Startup India Initiative which is valid until



27.12.2033. The petitioner's supporting company, M/s. Dharani Geotech Engineers India Private Limited ('DGEIPL'), holds 51% equity in the petitioner company and is equally registered as a 'Small Enterprise' and is also startup.

3. According to him, respondent no.1/ Oil and Natural Gas Corporation Limited (ONGC) had floated a tender GeM Bid No. GEM/2025/B/6841328 dated 04.11.2025 on the Government e-Marketplace (GeM) portal for "Hiring of Integrated SJS and SHD Services for onland 2D and 3D Seismic Data Acquisition by Deploying Departmental Crews".

4. The challenge in this petition is primarily to the disqualification order through GeM portal on 20.02.2026 communicated by the email dated 25.02.2026 and non-speaking email dated 19.03.2026 in respect of Schedule 1 and Schedule 6 of bid dated 14.11.2025.

5. According to Dr. Bajpai, Clause CC of *Criteria for Ascertaining Financial Capability of the Bidders* ('Criteria' for short) expressly permits a bidder who cannot meet the financial eligibility criteria on its own to rely upon the financial strength of its supporting company (Clause CC). He also submits that, it mandates that all applicable financial parameters of such supporting company shall be considered for evaluation. Accordingly, the petitioner proceeded with the bid by relying upon DGEIPL which holds 51% equity in the petitioner.

6. He submits that, Clause FF under the criteria separately and independently grants relaxation of 15% in the turnover criteria in all Micro



and Small Enterprises (MSE) and Startup India registered entities, a benefit to which both the petitioner and DGEIPL are independently entitled being duly registered MSME and Startups.

7. The grievance of the petitioner, as canvassed by Dr. Bajpai is that the alleged basis for disqualifying the petitioner from tender process is on the ground that 15% turnover relaxation available under Clause FF of the Criteria of the tender is not applicable to the supporting companies and it is only for standalone MSE/Startup bidders. Further, the average turnover of the supporting company as per Clause CC is the required threshold.

8. According to him, both these assertions are contrary to the plain and unambiguous language of the tender. He states that the applicable statutory procurement framework and respondent no.1's prior conduct in the very same tender, granting the petitioner exemption from earnest money deposit on the basis of the petitioner's MSE/Statups status, thereby accepting and acknowledging the status for the purpose of present tender.

9. According to Dr. Bajpai, the said conduct of the respondent no.1 is attempting to infuse an extraneous and undisclosed condition into the tender document, i.e., the 15% turnover relaxation shall not apply to supporting company of the bidders, which condition finds no basis in the text of the tender, the Public Procurement Policy for MSEs Order dated 2012; the MSME Circular dated 10.03.2016, or the Department of Expenditure Office Memorandum dated 25.07.2016.

10. His submissions in respect of the challenge can be summed up as



under:-

- a) The denial of benefit of Clause FF of the Criteria to the supporting company is not part of the tender and has been arbitrarily introduced;
- b) The respondent no.1 has acted consistently in granting MSE / Startup benefits for earnest money deposit exemption to the petitioner, but denying turnover relaxation under the same status is arbitrary;
- c) The action of the respondent no.1 violates binding statutory procurement policy, which does not exclude supporting company from such benefit; and
- d) The action of the respondent no.1 is contrary to the public interest.

11. To buttress his contentions, Dr.Bajpai, relied upon the decisions of the Supreme Court in the case of ***Maha Mineral Mining and Benefication Pvt Limited v. Madhya Pradesh Power Generating Company Limited & Another, 2025 INSC 1085*** as well as in the case of ***Kimberley Club Private Limited v. Krishi Utpadan Mandi Parishad & Others, 2025 INSC 1276***.

12. On the other hand, Mr. Chetan Sharma, learned Additional Solicitor General, appearing for the respondents submit that the present petition is a gross abuse of process of law in as much as the petitioner has not disclosed to this Court that under the provision of the tender, the petitioner has availed the remedy of review / appeal before the Independent External Monitor



(IEM)/respondent no.2 and the representation made by the petitioner has been considered by the IEM and upon consideration of the representation and also hearing the petitioner, IEM has passed a detailed order dated 18.03.2026, which has not been placed before this Court for the reasons best known to the petitioner, hence the petition need to be dismissed on this ground alone.

13. That part, it is his submission that the challenge which has been made in this petition is totally misconceived, in as much as, the respondent Corporation has rightly rejected the bid of the petitioner as not eligible.

14. In this regard, he has drawn our attention to the tender document to contend that the reference to the provisions made by Dr. Bajpai are admittedly under the heading of *Criteria for Ascertaining the Financial Capability of the Bidders*. The stipulations thereunder are reference to the bidders. This he says by drawing our attention to Clauses AA, CC, DD, EE and FF. For the purpose of this case, he heavily relies upon the Clause CC (4), which we reproduce as under:-

“CC) A bidder (other than Incorporated Joint Venture) which is not able to meet the financial criteria by itself, can also submit its bid on the basis of financial capability of a Supporting Company provided each of the following conditions are fulfilled:

1 to 3. xxx xxx xxx

4. In such cases, all applicable financial parameters viz. Turnover, Net-worth, Working Capital of the supporting company only will be considered for evaluation and the financial capability of the bidding entity will not be considered for evaluation.”



15. He submits that the tender stipulation clearly states that all applicable financial parameters, viz., turnover, net worth, working capital of the supporting company only will be considered for evaluation, and financial capability of the bidding entity will not considered for evaluation.

16. It means the clause on which much reliance has been placed by Dr. Bajpai shall not enure to the benefit of the supporting company.

17. He has also has drawn our attention to Clause FF, to state that there is nothing in the said clause which stipulates that 15% relaxation in turnover would enure to benefit of the supporting company, which clause we reproduce as under:-

“FF) Relaxation to Startups (Micro and Small Enterprises or otherwise) & Micro and Small Enterprises 15% relaxation in turnover Criteria shall be available to Startups (Micro and Small Enterprises or otherwise)/ Micro and Small Enterprises subject to meeting the prescribed quality and technical specification of the tendered items/services.”

18. He states that, if the clauses are read in the context of Clause 5, which is primarily a clause relatable to the Criteria for Ascertaining the Financial Capability of the Bidders, it will be clear that Clause FF shall only be applicable to the bidder/petitioner.

19. He states that the aforesaid aspect has been made clear by the IEM in its order dated 18.03.2026, wherein, the IEM has agreed with the evaluation carried out by the ONGC and had not interfered with the tendering process.

20. He states that the ONGC has made it clear that the tender conditions do not permit simultaneous availing of both the benefits, i.e. availing 15%



turnover relaxation on account of its status as Startup/MSE and the strength of the supporting company to meet the requirement of financial parameters. In other words, he stated when the petitioner has relied upon the strength of a supporting company to meet required financial parameters, then 15% turnover relaxation on account of its status as of Startup/MSE shall not be applicable to the supporting company. His submission is that, ONGC being the author of the tender and the aforesaid being the view of the ONGC, surely this Court will not substitute the view of the ONGC by its own view and allow the challenge made by the petitioner and thereby granting the relief. It is his submission that the same is clearly impermissible and the petition is liable to be dismissed.

21. Having heard the learned counsel for the parties at length, the short issue that arises for consideration is whether the petitioner shall be entitled to avail the benefit of 15% turnover relaxation on account of its status of Startup/MSE and also on the strength of supporting company to meet the required financial parameters.

22. One of the submissions of Dr. Bajpai is that there is nothing in the tender which precludes the bidder from taking the benefit of both the conditions. He submits that the Supreme Court in ***Kimberley Club Private Limited*** (supra), has held as under:-

“13. It is trite that the terms of an NIT must be clear and unambiguous. If 1st respondent-Mandi Parishad intended that ‘haisiyat praman patra’ must be issued by District Magistrate alone, it ought to have specified so in the NIT conditions.

14. We are also unimpressed by 1st respondent-Mandi Parishad’s submission that such condition was implied and



followed by other bidders, as nothing is placed on record to show that the government notification was applicable to all tenders floated by 1st respondent- Mandi Parishad. It may not be out of place to bear in mind that the 1st respondent-Mandi Parishad is not a government department to which the notification is per se applicable but is a body constituted under a statute, namely Uttar Pradesh Krishi Utpadan Mandi Adhiniyam, 1964.”

23. Though, the submission is appealing on a first blush, but on a deeper consideration of the provisions, i.e., Clauses CC (4) and FF of the Criteria moreso, when one authority/IEM/respondent no.2 has applied its mind and accepted the view of the ONGC, which is a plausible view, and also, there is nothing in Clause FF which suggest that the 15% relaxation in turnover criteria is applicable to a supporting company which may be a startup/MSE, this Court cannot substitute the view of the ONGC with its view. In fact, Mr. Sharma is justified in relying upon Clause CC(4), which indicates that turnover, net worth, working capital of the supporting company only will be considered for evaluation. The said stipulation is not made subject to Clause FF.

24. The ONGC being the author of the tender document, it only can decide and determine the scope and effect of eligibility conditions stipulated in the Tender. Therefore, this Court need to accept the plea as urged by Mr. Sharma by relying on ***Central Coalfields Limited & Anr. v. SLL-SML (Joint Venture Consortium) & Others, Civil Appeal No.8004/2016*** decided on 17.08.2016, wherein the Supreme Court in paragraph no.47 held as under:-

“47. The result of this discussion is that the issue of the acceptance or rejection of a bid or a bidder should be looked at



not only from the point of view of the unsuccessful party but also from the point of view of the employer. As held in Ramana Dayaram Shetty the terms of the NIT cannot be ignored as being redundant or superfluous. They must be given a meaning and the necessary significance. As pointed out in Tata Cellular there must be judicial restraint in interfering with administrative action. Ordinarily, the soundness of the decision taken by the employer ought not to be questioned but the decision making process can certainly be subject to judicial review. The soundness of the decision may be questioned if it is irrational or mala fide or intended to favour someone or a decision "that no responsible authority acting reasonably and in accordance with relevant law could have reached" as held in Jagdish Mandal followed in Michigan Rubber.

(Emphasis supplied)

25. The Supreme Court in ***Afcons Infrastructure Limited v. Nagpur Metro Rail Corporation Ltd. and another, (2016) 16 SCC 818***, has held that the owner or employer of a project, being the author of the tender document, is the best person to understand and appreciate its requirements and to interpret its conditions. In paragraph no.15, the Supreme Court held as under :-

"15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional Courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional Courts but that by itself is not a reason for interfering with the interpretation given."

(Emphasis supplied)

26. Similarly, in ***Silppi Constructions Contractors v. Union of India and***



another, (2020) 16 SCC 489, the Supreme Court has held that the authority floating the tender is the best judge of its requirements, and therefore, the Court's interference should be minimal. In paragraph No.20, the Supreme Court held as under :-

“20. The essence of the law laid down in the judgments referred to above is the exercise of restraint and caution; the need for overwhelming public interest to justify judicial intervention in matters of contract involving the State instrumentalities; the courts should give way to the opinion of the experts unless the decision is totally arbitrary or unreasonable; the court does not sit like a court of appeal over the appropriate authority; the court must realise that the authority floating the tender is the best judge of its requirements and, therefore, the court's interference should be minimal. The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted. The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case.”

(Emphasis supplied)

27. In *Michigan Rubber (India) Limited v. State of Karnataka and others, (2012) 8 SCC 216*, the Supreme Court has once again summarised the principles governing the scope of judicial review in tender matters. The relevant paragraph no.23, is as under :-

*“23. From the above decisions, the following principles emerge:
(a) The basic requirement of Article 14 is fairness in action by the State, and non-arbitrariness in essence and substance is the heartbeat of fair play. These actions are amenable to the judicial review only to the extent that the State must act validly for a discernible reason and not whimsically for any ulterior purpose. If the State acts within the bounds of reasonableness, it*



would be legitimate to take into consideration the national priorities;

(b) Fixation of a value of the tender is entirely within the purview of the executive and the courts hardly have any role to play in this process except for striking down such action of the executive as is proved to be arbitrary or unreasonable. If the Government acts in conformity with certain healthy standards and norms such as awarding of contracts by inviting tenders, in those circumstances, the interference by courts is very limited;

(c) In the matter of formulating conditions of a tender document and awarding a contract, greater latitude is required to be conceded to the State authorities unless the action of the tendering authority is found to be malicious and a misuse of its statutory powers, interference by courts is not warranted;

(d) Certain preconditions or qualifications for tenders have to be laid down to ensure that the contractor has the capacity and the resources to successfully execute the work; and

(e) If the State or its instrumentalities act reasonably, fairly and in public interest in awarding contract, here again, interference by court is very restrictive since no person can claim a fundamental right to carry on business with the Government.”

28. In so far as the judgment relied upon by Dr.Bajpai is concerned, in **Kimberley Club Private Limited** (supra), the Supreme Court was concerned with the facts wherein a tender was floated by the 1st respondent/Mandi Parishad to let out a banquet hall/terrace lawn for ten years to the highest bidder. The NIT prescribed a two stage bidding process comprising a technical bid and a financial bid. The technical bids were to be evaluated first and only bidders meeting the eligibility criteria would qualify for the second stage, where the financial bids were to be evaluated and tender awarded to the highest bidder. One of the conditions was of having a ‘haisiyat praman patra’ of minimum ₹10 crores with the technical bid. The appellant as well as 5th respondent (successful bidder) submitted their



respective bids. Appellant's technical bid was disqualified for the reason that the 'haisiyat praman patra' was issued by a private architect and not by a District Magistrate. Claiming it to be the highest bidder and that technical bid had been unlawfully rejected, appellant approached High Court by way of a writ petition. The High Court dismissed the writ petition holding that valuation certificate submitted by appellant having been issued by a private architect could not be treated as a 'haisiyat praman patra', i.e., solvency certificate which is always issued by the office of District Magistrate.

29. The issue which fell for consideration before the Supreme Court was whether the appellant while submitting a valuation certificate issued by a professional architect cum private valuer attached to the Income Tax Department, had complied with Clause 18 of NIT which required it to submit a 'haisiyat praman patra' of minimum ₹10 crores. In the facts, the Supreme Court in paragraphs 9-15, held as under:-

"9. Appellant has strenuously argued that nothing in the NIT necessitated that 'haisiyat praman patra' be issued by a District Magistrate. It contended 'haisiyat praman patra' submitted by the appellant was by an experienced valuer who was empanelled with the Income Tax Department and there was no justification to reject such certificate. It was also argued that the valuation certificate assessed the value of the asset at around Rs.99 crores, of which appellant was 76.09 % shareholder, whereas as per clause 18 the bidder was to furnish a 'haisiyat praman patra' of minimum Rs.10 crores only.

10. In rebuttal, the 1st respondent-Mandi Parishad referred to Uttar Pradesh government notification dated 29.10.20183 laying down the procedure for issuance of 'haisiyat praman patra' by District Magistrate. It was contended that Clause 18 required submission of such 'haisiyat praman patra' and not valuation certificate issued by a private valuer. All bidders apart from appellant had submitted 'haisiyat praman patra' issued by



District Magistrate. It was also contended that valuation certificate does not disclose appellant's net worth as it fails to indicate whether the asset so valued was free from encumbrances.

11. In tender matters, the court exercising judicial review does not sit in appeal over the decision of a tendering authority regarding disqualification of bid. Only in cases where such decision is de hors the terms of the NIT or is patently arbitrary would the Court exercise powers of judicial review and set aside such a decision.

12. Having scanned the NIT, we are of the considered view that neither Clause 18 nor any other condition specifies that the 'haisiyat praman patra' submitted by a prospective bidder must be issued only by a District Magistrate in terms of the government notification.

13. It is trite that the terms of an NIT must be clear and unambiguous. If 1st respondent-Mandi Parishad intended that 'haisiyat praman patra' must be issued by District Magistrate alone, it ought to have specified so in the NIT conditions.

14. We are also unimpressed by 1st respondent-Mandi Parishad's submission that such condition was implied and followed by other bidders, as nothing is placed on record to show that the government notification was applicable to all tenders floated by 1st respondent- Mandi Parishad. It may not be out of place to bear in mind that the 1st respondent-Mandi Parishad is not a government department to which the notification is per se applicable but is a body constituted under a statute, namely Uttar Pradesh Krishi Utpadan Mandi Adhiniyam, 1964.

15. Given the situation, it was incumbent on 1st respondent-Mandi Parishad to indicate in the tender conditions that the 'haisiyat praman patra' was to be obtained from a District Magistrate as per the procedure laid down in such government notification. Having failed to do so, the 1st respondent-Mandi Parishad could not have rejected the certificate submitted by appellant on the ground that it was not issued by a District Magistrate. That apart, appellant's certificate has been issued by an experienced valuer registered with the Income Tax Department who is otherwise competent to issue such certificate."



30. Accordingly, the Supreme Court has set aside the order of the High Court and remanded the matter to the 1st respondent to reconsider the technical bid of the appellant and if it is satisfied that the net worth of the asset disclosed in the valuation certificate submitted by the appellant meets the requirement of Clause 18 of the NIT, it shall accept the technical bid and after due negotiations between the appellant and the 5th respondent (successful bidder), decide whether remainder of the contract awarded to the appellant or in the event 5th respondent matches the financial bid or enhanced offer of the appellant, permit the 5th respondent to continue the contract for the remaining period.

31. Suffice to state the said judgment is clearly distinguishable on facts. This we say so because, Dr. Bajpai has placed much reliance on Clause FF. The Clause CC (4), which we have reproduced above, clearly reveals that all applicable financial parameters like, turnover, net worth, working capital of the supporting company only will be considered for evaluation and financial capability of the bidding entity will not be considered for evaluation. Surely, the same do indicate that, when it comes to supporting company, the aforesaid parameters shall only be considered for evaluation and nothing more.

32. Dr. Bajpai has also relied on the judgment of the Supreme Court in the case of *Maha Mineral Mining and Benefication Pvt Limited* (supra). In the said case the issue that was decided by the Supreme Court is that, whether the decision of the High Court to uphold the appellant's



disqualification under Clause 5 (D) for not furnishing Joint Venture (JV) agreements is justified or not?

33. The facts in the said case were, a NIT was issued by 1st respondent. The 2nd respondent and another company applied for the tender. Only the 2nd respondent remained in the fray. The Tender Evaluation Committee rejected the tender of the appellant. The case of the appellant was, the NIT did not expressly require a bidder to produce JV agreements to demonstrate its proportionate share in the past experience with its previous consortium/ JV. The Court noted the fact that the Clause 5(D) merely states that the appellant would be entitled to use past experience of the previous consortium / JV. The clause does not mention the criteria.

34. It is noted by the Supreme Court that the NIT did not specifically call for any other document as proof of proportionate share of the bidder in previous JV experience. The Supreme Court held the respondent should have spelt out clearly in the NIT the said aspect. Having not done so, the respondent no.1 therein cannot thrust the responsibility on the appellant to seek clarification and submit its document. The appellant therein had submitted the work execution certification, unequivocally set out its proportionate share in the JV agreement, whose prior experience it had relied upon.

35. The Supreme Court also noted that, as per Clause 8.1, nothing prevented the respondent no.1 to seek clarification from the appellant therein to satisfy itself with regard to the proportionate share of the appellant in its previous JV.



36. According to the Supreme Court, the respondent no.1 acted contrary to the terms of the NIT, and unfairly rejected the appellant's bid for non-production of JV agreement, although, Clause 5(D) did not prescribe the production of such an agreement as mandatory. The Supreme Court while setting aside the order of the High Court, took a view that the High Court went a step further traversing beyond the reasons given by the committee. In view of the same, the Supreme Court had remanded back the matter to the High Court.

37. The judgment as relied upon by Dr Bajpai in ***Maha Mineral Mining and Benefication Pvt Limited*** (supra) has no applicability to the facts, in the case in hand. The issue raised in this petition is not relatable to the submission of a document which was not prescribed, but applicability of a benefit to a supporting company. We have already held that there is nothing to suggest in Clause FF that such a benefit shall enure to a supporting company. We have also held that Clause CC(4) has not been made subject to Clause FF. Further, IEM/respondent no.2, while deciding the representation of the petitioner vide order dated 18.03.2026, has passed a detailed order, with which, we agree. Suffice to state, no interference is called for with the impugned action. The relevant part of the order dated 18.03.2026 is reproduced as under:-

“5.0 Having heard AOGESPL and ONGC, our opinion is as under.

5.1 AOGESPL participated in the tender by relying on the financial strength of its supporting company, DGEIPL. Both AOGESPL and DGEIPL are Startups as well as MSEs. As per the Bid Evaluation Criteria (BEC), a relaxation of 15% in the turnover requirement is applicable to Startups/MSEs. The offer



of AOGESPL was rejected on the ground of non-fulfilment of the prescribed turnover criteria by supporting company, AOGESPL contested that 15% turnover relaxation should be admissible to them as both bidder (AOGESPL) and its supporting company (DGEIPL) are Startups and MSES. AOGESPL further submitted that had the 15% turnover relaxation been extended, its offer would have met the financial criteria.

5.2 ONGC clarified that, as per the Supporting Company clause stipulated in the tender, in case bidder is participating on the basis of financial strength of a supporting company, all applicable financial parameters, namely turnover, net worth, and working capital, of the supporting company shall be considered for bid evaluation. The supporting company clause does not provide any relaxation to Startups/MSE bidders participating on financial strength of the supporting company. ONGC asserted that the 15% relaxation in turnover criteria is applicable only to Startups/MSEs bidders participating on its own financial strength. Further, ONGC clarified that 15% relaxation in turnover for Startup /MSE bidder has been allowed in the tender as per Government guidelines. The objective of providing relaxation in the turnover criteria is to encourage participation of Startups/MSE bidders who may otherwise be unable to meet the prescribed tender requirements. ONGC further clarified that the provision permitting bidders to meet the financial eligibility criteria through a supporting company is a separate facilitative measure incorporated in tenders by ONGC with the objective of enhancing competition. It was emphasized that both these provisions are separate and operate independently. Accordingly, a bidder may either avail the 15% turnover relaxation on account of its status as a Startup/MSE, or rely upon the strength of a supporting company to meet required financial parameters mentioned in the tender, subject to fulfilment of the certain conditions stipulated in the tender. The tender conditions do not permit simultaneous availing of both benefits. In the present case, the bidder sought to combine both the benefits-i.e., turnover relaxation applicable to Startups/MSEs and reliance on the financial strength of the supporting company-in order to qualify in the tender, which is not admissible under any tender provisions.

5.3 In view of above submissions made by ONGC, we agree with



the evaluation carried out by ONGC and would not like to intervene in tender process. 5.4 Further, the opinion rendered by IEMs is advisory in nature and IEMs shall not be made respondents in any legal proceedings, in line with the instructions issued by CVC in this regard.”

38. The petition lacks merit and is accordingly dismissed. The pending application is also dismissed.

V. KAMESWAR RAO, J

MANMEET PRITAM SINGH ARORA, J

MARCH 25, 2026

M