

Reserved On : 04/05/2026

Pronounced On : 08/05/2026

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/SPECIAL CIVIL APPLICATION NO. 2739 of 2026

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AONE EXPLORATION PRIVATE LIMITED

Versus

OIL AND NATURAL GAS CORPORATION LIMITED (ONGC) & ORS.

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Appearance:

MS ROMA I FIDELIS(3529) for the Petitioner(s) No. 1

MR KAMAL TRIVEDI, ADVOCATE GENERAL A/W. MR KUNAN B NAIK(3210)

WITH MR. UTSAV SHUKLA, for the Respondent(s) No. 1,2

MR.VARUN K.PATEL(3802) for the Respondent(s) No. 3

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CORAM:**HONOURABLE MR.JUSTICE N.S.SANJAY GOWDA**

and

HONOURABLE MR.JUSTICE J. L. ODEDRA

CAV JUDGMENT

(PER : HONOURABLE MR.JUSTICE N.S.SANJAY GOWDA)

1. The petitioner is aggrieved by the decision of the respondent, whereby the bid of the petitioner has been rejected on the ground that the integrity pact had not been uploaded along with the tender documents. A consequential prayer challenging the award of the contract to the respondent No.3 is also made.

2. The petitioner contends that the respondent had floated tenders for hiring of services for chemical dozing pumps for a period of four years at Mehsana. The petitioner contends that its bid made in relation to this work was rejected since it had not submitted the integrity pact as prescribed in the tender.

3. It is the contention that the petitioner that it is a registered vendor and that the registered vendors are not required to submit an integrity pact along with their tender bid. It is the case of the petitioner that, as a matter of fact, the petitioner has entered into several contracts wherein the integrity pact has already been provided, apart from a common integrity pact, which had been submitted at the time of seeking registration as a Vendor.

4. It is submitted that the integrity pact is basically a commitment given in writing by the petitioner about its conduct with ONGC, and this has no direct or indirect bearing in relation to the execution of the contract which was relatable to hiring of services for chemical dozing pumps for a period of four years at Mehsana or in relation to the bid. It therefore submitted that rejection of the on the ground that it had not uploaded the integrity pact is without any substance.

5. Learned Advocate General Shri Kamal Trivedi, appearing on behalf of the respondent, contended that the requirement of uploading the integrity pact was applicable to all bidders and that no exception was made to registered vendors. Learned Senior Counsel submitted that if a specific term of the tender had not been complied with, the ONGC had no other option but to reject the bid.

6. In the light of these submissions, the only question to be considered in this writ petition is as to whether ONGC was justified in rejecting the bid of the petitioner on the ground that the integrity pact was not uploaded on the GeM portal at the time of submission of the bid.

7. As noticed above, the principal contention of the petitioner is that it was a registered vendor with the ONGC and therefore, there was no requirement of uploading an integrity pact.

8. This argument is based on the fact that the registration policy exempts registered vendors from uploading the integrity pact while bidding for a contract. Learned Counsel places reliance on the email dated 29.07.2025 issued by the ONGC Vendor Registration Team in support of his contention. In this email, he places reliance on the following term:

“Once registered, vendors will not be required to resubmit documents already approved during the registration process for future tenders, thereby simplifying and accelerating the tendering process.”

9. He submits that since at the time of registration the petitioner had, admittedly, furnished an integrity pact, which would apply to all the future tenders, there was no necessity for it to resubmit the said document.

10. In order to consider the submission, a reference to the terms and conditions of Vendor Registration, a copy of which is produced as Annexure-R4, would be necessary.

11. The preamble of the terms and conditions states as follows:

“ONGC use to purchase material and services of approximate annual value of Rs. 30 Crore. In order to streamline procurement of regular material and services, ONGC intends to embark the process of Vendor Registration for various categories of materials and services. Vendor Registration will lead to faster processing of the tenders as registered vendors will be exempted from submitting

documents already approved during registration and reducing evaluation time. Approved documents will remain valid for all future ONGC tenders related to the same materials and services, subject to validity & applicability of such documents and information.

12. A plain reading of these terms and conditions of the policy would indicate that vendor registration is to ensure faster processing of tenders and this is sought to be achieved by exempting the registered vendors from submitting documents which are already approved during registration.

13. Clause 8 of the Terms and Conditions reads as follows:

"8. In future ONGC tenders, registered Vendors may be exempted from evaluation of documents for those categories for which they have obtained successful LoR. For rest categories and for meeting additional tender conditions, if any in the registered category, Vendors will be required to submit requisite information / documents."

14. This clause contemplates that in future ONGC tenders, registered vendors may be exempted from evaluation of documents for those categories for which they have obtained a successful letter of registration.

15. It is on the basis of this preamble and the clause that an argument is sought to be advanced that once there was a registration as a vendor and an integrity pact was already furnished to the ONGC, the ONGC in a future tender, such as the impugned tender cannot insist upon the uploading of another integrity pact and could not therefore have proceeded to reject the tender if such an integrity pact had not been uploaded.

16. A close reading of Clause 8 would indicate that there is no automatic exemption of all documents. The use of the term "**may be exempted**" from evaluation of documents would indicate that the tender notifications that may be issued by the ONGC, in future, may contain a clause which exempts the registered vendors from submitting the normal documents for evaluation of the bid.

17. Learned Counsel however also places reliance on the email to emphasize that ONGC has reiterated in this email that vendors would not be required to resubmit documents which have already been approved during the process of registration for future tenders. It is contended that since there is a specific commitment given by the ONGC at the time of registering the petitioner as a vendor that it would not be required to resubmit documents already approved, the rejection of the tender on the ground that the integrity pact was not uploaded cannot be accepted, more so, when admittedly an integrity pact had been furnished by the petitioner at the stage of registration.

18. As already pointed out, the petitioner does not have an assurance that the documents which have already been submitted during the registration are automatically exempted. The terms and conditions of the registration policy clearly indicate that the possibility of exemption may be provided in future ONGC tenders, thereby clearly signifying that the possibility of ONGC still insisting on an integrity pact would be a term of the tender and that the exemption was not absolute.

19. The tender contained general terms and conditions and also a buyer added bid specific terms and conditions which read as follows:

*"Buyer Organization specific Integrity Pact shall have to be complied **by all bidders**. Bidders shall have to upload scanned copy of signed Integrity pact as per Buyer organizations policy along with bid."*

20. A reading of this clause makes it crystal clear that all bidders, without any exception, are required to upload a scanned copy of the signed integrity pact as per the requirement of the ONGC. The use of the term "by all bidders" would obviously bring within its ambit all the bidders including the registered vendors.

21. If the term of the registration policy merely stated that there could be an exemption, thereby signifying that exemption is not automatic, and the term of a future tender categorically stated that an integrity pact should be uploaded by all bidders, it is obvious that the petitioner was required to upload a scanned copy of the signed integrity pact. In this case, since admittedly the petitioner has not uploaded the scanned copy of a signed integrity pact, its bid was defective.

22. There is yet another ground which justifies the decision of the ONGC to reject the claim of the petitioner.

23. After the bid of the petitioner was submitted, by the letter dated 04.12.2025, ONGC informed the petitioner that it required clarifications. The clarifications sought for were narrated in a tabular column, which read as follows:

Commercial:

<i>Sl. No.</i>	<i>Deficiencies noted in the bid</i>	<i>Clarification/ Confirmation/Deficient documents required</i>
<i>1</i>	<i>Bidder has submitted Scanned copy of Integrity Pact duly signed by the all 3 directors, however the last 2 pages of the IP are missing. Only 4 out of 6 pages uploaded. (Doc 17636083831996.pdf)</i>	<i>Bidder is requested to resubmit the IP duly signed on all the pages by the bid signatory and 2 witness signatures on the last page.</i>

24. As could be seen from the above, the petitioner had, in fact, submitted a scanned copy of a signed integrity pact but only four out of the six pages had been uploaded, and ONGC therefore requested it to resubmit the integrity pact duly signed on all pages.

25. This clarification would clearly establish that the petitioner was cognizant of the fact that there was no exemption in the uploading of an integrity pact to a registered vendor and it had acquired to this conditions and had voluntarily submitted the scanned copy of the signed integrity pact, albeit incompletely. The petitioner, even though, contends before this Court that it was exempt from uploading the integrity pact, by uploading an incomplete integrity pact, has established by its conduct that the condition imposed to upload an signed integrity pact was mandatory and there was no escape from this clause.

26. The petitioner, in response to this communication dated 04.12.2025, addressed a letter dated 11.12.2025 stating as follows:

Commercial:

<i>Sl. No.</i>	<i>Deficiencies noted in the bid</i>	<i>Our reply Clarification/Confirmation/Deficient documents</i>
<i>1</i>	<i>Bidder has submitted Scanned copy of Integrity Pact duly signed by the all 3 directors, however the last 2 pages of the IP are missing. Only 4 out of 6 pages uploaded. (Doc 17636083831996.pdf)</i>	<i>We hereby confirm and resubmit the complete Integrity Pact with duly seal and signed.</i>

27. As could be seen from the reply of the petitioner, a stand was taken that it was resubmitting the complete integrity pact duly signed as per the terms of the tender. It is the specific case of ONGC that only the covering letter was sent to them and the duly signed integrity pact was not furnished to them along with the covering letter. This stand of the ONGC is not disputed.

28. It is the case of the ONGC that after it was indicated on the GeM portal that the petitioner's bid was rejected due to the non-submission of the integrity pact on 29.01.2026, the petitioner immediately addressed a communication dated 29.01.2026 and, along with this communication, it furnished a duly signed integrity pact. It is, therefore, the case of ONGC that the duly signed integrity pact was submitted only after the bid had been rejected.

29. In fact, this position is admitted by the petitioner in the communication dated 29.01.2026, the relevant portion of which reads as follows:

"We would like to clarify that the forwarding letter for Integrity Pact was submitted, however, due to an inadvertent technical error during document scanning, the signed Integrity Pact file did not get attached and it was not uploaded on the portal.

Our bid was disqualified on the grounds of non-submission of the Integrity Pact, which was purely unintentional and not due to non compliance."

30. It is therefore clear that the petitioner admits that there was an error on its part during document scanning and that the signed integrity pact was not attached and consequently not uploaded to the portal. It is also clear from this communication that the assertion of the ONGC that only a covering letter dated 11.12.2025 was issued to them and that no signed integrity pact was furnished to them despite a specific clarification sought for, is also not disputed by the petitioner.

31. In our view, when the petitioner had admittedly uploaded the integrity pact though partially, and on being informed of the deficiency addressed a communication alleging that it was resubmitting the document and ultimately submitted the signed integrity pact only after the tender was rejected, the the argument of the learned Counsel of the petitioner that the uploading of a signed integrity pact was a superfluous or an unnecessary condition or that the petitioner was exempted is unavailable.

32. To reiterate, if the petitioner all along understood that the submission of a duly signed integrity pact was mandatory and acted in terms of this belief, it cannot be permitted to argue that

the integrity pact was already with the ONGC and that the same ought to have been considered instead of rejecting the bid.

33. We are therefore of the view that there are no merits in the writ petition, and it is accordingly ***dismissed***.

(N.S.SANJAY GOWDA,J)

(J. L. ODEDRA, J)

Mehul Desai