



Suchitra

IN THE HIGH COURT OF BOMBAY AT GOA**WRIT PETITION NO.699/2026**

1. WILL OFFSHORE INDUSTRIAL
SAFETY SERVICES ORGANIZATION, a
Micro Enterprise, having address at No.C
39, B & C, B R Steel Rd, MIDC Industrial
Area, Pawne, Behind GAMI,
Industrial Park Navi
Mumbai, Maharashtra 400705

2. GOVINDAN M., Aged 57 years
Indian inhabitant,
Director of the Petitioner,
having address at No.C
39, B & C, B R Steel Rd
MIDC Industrial Area, Pawne,
Behind GAMI, Industrial Park
Navi Mumbai, Maharashtra 400705.

... PETITIONERS

Versus

1. UNION OF INDIA THROUGH
MINISTRY OF PETROLEUM AND
NATURAL GAS, represented through the
office of Government Pleader,
High Court, Goa.

2. OIL AND NATURAL GAS
CORPORATION LIMITED,
a Company incorporated under the
Companies Act, 1956 having their
registered office at Oil and Natural Gas
Corporation limited, Plot No. 5A 5B
Nelson Mandela Road, Vasant Kunj,
New Delhi, 110070, Having office at
ONGC IPSHEM, Betul, P.O. Velim,
South Goa-403723.

3. SURAKSHA MARINE PETROSKILLS
LTD. PVT. A/1308, Oberoi Splendor,
Jogeshwari Vikhroli Link Road,
Opposite Majas Bus Depot,
Jogeshwari East, Mumbai 400060.

... RESPONDENTS

Mr Shivan Desai and Ms Riya Amonkar, Advocates for the Petitioners.

Mr S. Karpe, Central Government Standing Counsel with Ms Samiksha Vaigankar, Advocate for Respondent No.1.

Mr John A. Lobo, Advocate for Respondent No.2.

Mr S. S. Kantak, Senior Advocate with Ms Neha Kholkar and Ms Saicha Dessai, Advocates for Respondent No.3.

**CORAM: VALMIKI MENEZES &
AMIT S. JAMSANDEKAR, JJ.**

DATED: 24th SEPTEMBER 2026

JUDGMENT : (Per Valmiki Menezes, J.)

1. This Writ Petition under Article 226 of the Constitution of India seeks to strike down the process of Bid-bearing No. GEM/2025/B/6423740 dated 11.07.2025 for Services-Hiring of O & M and training of Sea Survival Center, at ATI ONGC, Goa issued by the Respondent No.2, ONGC as arbitrary and unreasonable; since the bids in the tender, both, technical and financial were subsequently opened and the work order dated 11.08.2025 was issued in favour of Respondent No.3, the work order is also challenged.

2. According to the averments made in the Petition, the Bid Document, which is dated 11.07.2025 was vague and did not disclose the clarity of the training load (number of trainees per batch) that the potential bidders were required to bid for; the Petitioner raises a grievance that it had raised these objections by sending emails to the Respondent No.2 and to the Independent

External Monitor (IEM), without any response, prior to the submission of bids or prior to the opening of the Technical Bid. According to the Petitioner, in the absence of the details of the training load, the bids would be speculated and there would be no fairness, transparency or reasonableness in the bidding process.

3. An affidavit in reply came to be filed by the Respondent No.2 – ONGC which denies the claim of the Petitioner. According to the affidavit, the details of the training load were sufficiently stated, and prior to the Bid Document being published, it is the case of the ONGC that a Letter of Expression of Interest (EOI) was issued to all providers of such services, including the Petitioner and the Respondent No.3 who attended the pre-bid meeting and conference where clarifications for their doubts were given. The affidavit states that in addition, aspiring bidders could email their queries, and during this process, the Petitioner raised none of the grievances now sought to be taken as grounds in the Petition.

4. The affidavit of the ONGC further objects to the admission of this Petition, on the grounds that there is a suppression of facts and at no point of time was any query raised by the Petitioner as to the training load, either prior to the bidding process commencing nor during the interaction at the pre-bid stage. The affidavit further states that the queries of the Petitioner were dealt with by the IEM in its opinion dated 08.08.2025, wherein clauses 5.1 and 5.2 had specifically dealt with the query of training load and the criterion were all in line with OPITO Norms, which were known to the Petitioner.

5. Respondent No.3, the successful tenderer has filed an affidavit in reply wherein, it states that there were three successful bidders, after Technical and Financial Bids were opened. The affidavit reproduces the bids – *Respondent No.2 – Rs.17,84,16,000/-, Little Silver – Rs.36,10,80,000/- and The Petitioner – Rs.50,77,77,777/-*. The objections to the Petition raised by the Respondent No.3 are the following:

(a) The Petitioner did not raise any queries as to requirement of trainees, prior to the tender process;

(b) The Petitioner participated in the tender process without demur and now cannot challenge the tender on the grounds of vagueness or lack of details.

(c) That the tenders were invited from OPITO Accredited Service Providers of which the three short-listed, technically qualified tenderers which include the Respondent No.3 and the Petitioner were amongst; the Petitioner is therefore expected to know all the requirements of different training modules, being an OPITO Accredited Service Provider.

6. The following submissions were made by Mr Shivan Desai on behalf of the Petitioners:

(a) That the Bid Document and the bidding process did not disclose the training load and therefore, any potential bidder could not submit a bid due to lack of clarity in the conditions stipulated in the tender document. The entire

process therefore was devoid of fairness, transparency and reasonableness. The nature of the services to be provided being highly technical, the document ought to have given the details of the training load for each module. Consequently, the entire tender process was vitiated.

(b) That despite raising specific queries with the Respondent No.2 as to what was the training load against which the bids were to be filed, there was no details provided by the Respondent No.2 which proceeded to open the Technical and the Financial Bids. The learned counsel has taken us through the tender document, the correspondence on record and the scope of work to contend that at no point of time was the Respondents forthcoming with the training load for each course, to enable the Petitioner to bid for the contract with absolute clarity. Reliance was placed by the Petitioner on the following case law:

(i) Haryana State Industrial & Infrastructure Development Corporation Ltd. v/s Ashish Jain & Ors¹.

(ii) MP Power Management Co. Ltd, Jabalpur v/s Sky Power Southeast Solar India Pvt. Ltd.².

(iii) Uflex Ltd. v/s Government of Tamil Nadu³.

(iv) Food Corporation of India v/s M/s Kamdhenu Cattle Feed Industries⁴.

1 (2023) SCC OnLine SC 995

2 (2023) 2 SCC 703

3 (2021) SCC OnLine SC 738

4 (1993) 1 SCC 71

*(v) Jagdish Mandal v/s State of Orissa*⁵.

*(vi) Silppi Constructions Contractors v/s Union of India*⁶.

*(vii) Union of India v/s International Trading Co.*⁷

*(viii) Shinde Developers Private Limited v/s Mormugao Port Authority*⁸.

7. Mr Subodh Kantak, learned Senior Advocate for the Respondent No.3 has advanced the following submissions:

(a) He has taken us through the various communications of the Petitioner addressed to the Respondent No.2 and to the IEM prior to filing its bid, to submit that none of these raised a query as to the training load under the tender document. He has also taken us to the opinion of the IEM dated 08.08.2025 with its findings at paragraphs 5.2 and 5.6 of the reply, to contend that all OPITO certified service providers, including the Petitioner are aware of the technical manuals and specifications of each OPITO Training Module, and therefore cannot raise objections as to training load not specified in the tender document. The learned counsel argues that there is no statement made in the Petition that in the absence of training load being specified, the Petitioner's bid was speculative.

5 (2007) 14 SCC 517

6 (2020) 16 SCC 489

7 (2003) 5 SCC 437

8 2023 SCC OnLine Bom 1267

(b) It was further argued that the Petition does not allege any malafides on the part of Respondent No.2 in the tender process and considering that the financial bids were opened on 09.08.2025 and the Respondent No.3 was issued a Work Order on the same date, a year having passed since then, it would serve no public interest to entertain the Petition. Reliance was placed by the Respondent No.3 on the following case law:

*(i) Michigan Rubber (India) Limited v/s State of Karnataka and Others*⁹.

*(ii) Afcons Infrastructure Limited v/s Nagpur Metro Rail Corporation Limited and Another*¹⁰.

*(iii) National High Speed Rail Corporation Limited v/s Montecario Limited and Another*¹¹.

8. Mr John Lobo, learned counsel for Respondent No.2 – ONGC, apart from reiterating the contentions raised by the learned counsel for Respondent No.3 has submitted, based on the affidavit of the Respondent No.2 that the Petition suffers from suppression of material facts, in that, the Petitioner has nowhere disclosed the fact that it has attended the pre-bid meetings at the stage of Expression of Interest (EOI) nor has it raised at these meetings or prior to submitting its bid, any objection as to the vagueness of the tender document on the ground that it did not specify the training load; it was further contended that prior to

⁹ (2012) 8 SCC 216

¹⁰ (2016) 16 SCC 818

¹¹ (2002) 6 SCC 401

the bids being opened, the Petitioner has submitted an undertaking dated 02.08.2025 after attending the post-bid conference on 01.08.2025 confirming their willingness to participate in the process of opening of the Financial Bids. The Petitioner has further withdrawn its protest under which it made its bids, vide communication of 06.08.2025, and has participated in the opening of the Financial Bids, and consequently cannot now raise grounds which were stated in its protest letter of 28.07.2025.

9. Rule. Rule is made returnable forthwith at the request of and with the consent of the learned counsel for the parties.

10. On considering the rival submissions, and the pleadings of the parties, we reject the Petition for the following reasons.

The Petitioner has not alleged any malafides in the Petition, or contended that the tender process was tailor made and with the intention to favour one of the parties or the successful bidder. In the present case, there were only three bidders, of which the Petitioner's bid was the highest. It is settled law that the words used in the tender document and the requirements of the tender are to be left to the party who calls for the bids. Writ Courts are not permitted to examine the document minutely and to impute any vagueness or arbitrariness in the document or the tender process, as these are to be left to the party calling for bids. That party would be the best judge of the entire process and the draft of the tender document. In *Afcons Infrastructure Limited* (supra)

the Supreme Court has laid down this very principle, in the following words :

“13. In other words, a mere disagreement with the decision-making process or the decision of the administrative authority is no reason for a constitutional court to interfere. The threshold of mala fides, intention to favour, someone or arbitrariness, irrationality or perversity must be met before the constitutional court interferes with the decision-making process or the decision.

14. We must reiterate the words of caution that this Court has stated right from the time when Ramana Dayaram Shetty v. International Airport Authority of India was decided almost 40 years ago, namely, that the words used in the tender documents cannot be ignored or treated as redundant or superfluous they must be given meaning and their necessary significance. In this context, the use of the word "metro) in Clause 4.2(a) of Section III of the bid documents-and its connotation in ordinary parlance cannot be overlooked.

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.

16. In the present appeals, although there does not appear to be any ambiguity or doubt about the interpretation given by NMRCL to the tender conditions, we are of the view that even if there was such an ambiguity or doubt, the High Court ought to have refrained from giving its own interpretation unless it had come to a clear conclusion that the interpretation given by NMRCL was perverse or mala fide or intended to favour one of the bidders. This was certainly not the case either before the High Court or before this Court.”

11. Following *Afcons Infrastructure Limited* (supra), a later decision of the Supreme Court in *National High Speed Rail Corporation* (supra), the scope of judicial review and the considerations by a Writ Court before interfering in a contract matter in exercise of powers of judicial review have been considered in the following terms:

“29. Thus, from the aforesaid decisions, it can be seen that a court before interfering in a contract matter in exercise of powers of judicial review should pose to itself the following questions:

(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone or whether the process adopted or decision made is so arbitrary and irrational that the court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached"? And

(ii) Whether the public interest is affected?

If the answers to the above questions are in the negative, then there should be no interference under Article 226."

30. Applying the law laid down by this Court in the aforesaid decisions to the facts of the case on hand and when a conscious decision was taken by ICC/JICA holding the bid submitted by the original writ petitioner as non-responsive/non-compliant to the technical requirements of the bidding documents and suffering from material deviation, we are of the opinion that the High Court has erred in interfering with the tender process and interfering with the decision of JICC/JICA rejecting the bid submitted by the original writ petitioner at technical stage."

12. The aforementioned Judgment was also based on an earlier decision of the Supreme Court in *Michigan Rubber (India) Ltd.* (supra) where the Supreme Court was considering the scope of judicial review under Article 226 of the Constitution of India of

contracts entered into by the State pursuant to a tender process. Following are the observations by the Supreme Court therein:

“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.

24. Therefore, a court before interfering in tender or contractual matters, in exercise of power of judicial review, should pose to itself the following questions:

(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone; or whether the process adopted or decision made is so arbitrary and irrational that the court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached and

(ii) Whether the public interest is affected?

If the answers to the above questions are in the negative, then there should be no interference under Article 226.”

13. Applying the ratio and principles laid down in the aforementioned judgments to the facts of the present case, we find no cause for interference with the decision of the ONGC to award the contract to Respondent No.3, since we find neither arbitrariness in the tender process nor the tender document to suffer from such vagueness so as to vitiate the entire process. We have concised the documents which are part of the record, to come to the above conclusions, hereinbelow:

DATE	EVENT
19.05.2025	Respondent No.2 – ONGC calls for the vendor interaction and site visit, and Expression Of Interest (EOI) to prospective bidders. Petitioner, Respondent No.3 and other prospective bidders attend the meeting on 20.05.2025. There is no objections raised or query placed on record of the Petitioner as to the training load expected for each course. Note must be taken of the fact that from the record it transpires that the Petitioner is an OPITO certified service provider with years of experience, as claimed by it and would be expected to have a clear understanding of the services to be provided under the tender.
11.07.2025	Respondent No.2 floats the bid for services-Hiring of O & M and training of Sea Survival Center, at ATI ONGC, Goa for a period of three years. No queries as to the training load were raised by the Petitioner. The Petitioner's letters dated 21.07.2025, 22.07.2025 and 25.07.2025 do not raise any

	specific query as to training load or that the tender document suffers from vagueness as it does not specify the training load for each of the training modals.
28.07.2025	The Petitioner submits its bid under protest. Even in the protest letter the grounds raised in this Petition are not specifically raised and are extremely vague.
28.07.2025	Technical Bid is opened and the Petitioner qualifies for the same.
01.08.2025	The Petitioner attends a pre-financial bid meeting with the Respondent No.3 after which it issues a letter dated 02.08.2025 in the form of an undertaking, that it has fully understood all queries of Respondent No.2.
06.08.2025	The Petitioner sends a communication to Respondent No.2 wherein it records that it would attend the meeting of Respondent No.2 to be held on 06.08.2025 and further records that it has withdrawn its protest. On the giving of the undertaking and withdrawal of protest, respondent No.2 proceeds to consider the Petitioner's bid.
09.08.2025	The price bids were opened and the Respondent No.3 was declared the lowest tenderer.

14. Considering the above facts, what is clear is that the Petitioner had the option of continuing its protest and challenging the tender document, as has been done in the Petition, even prior to opening of the financial bids. Instead, the Petitioner chose to wait for it to be declared as technically qualified, when technical bids were opened on 28.07.2025, and

thereafter give an undertaking and withdraw its protest on 06.08.2025 before the financial bids were opened. The Petitioner has therefore clearly chosen to waive its protest and participate in the financial bid, when its cause of action had arisen to press for its grounds in challenge to the tender document itself, as far back as 28.07.2025. On this conduct alone, it is obvious that the Petition has been filed as an afterthought, only after the Petitioner's bid had been knocked out as the highest amongst the three bidders. This conduct by itself disentitles the Petitioner from reliefs under Article 226 of the Constitution of India.

15. It is also not the Petitioner's case in the Petition that the tender document was so vague and devoid of particulars as to the training load, that would render the Petitioner's bid to be speculative. The Petition also does not allege any malafides or facts, if accepted by the Court that would lead to a conclusion, that the entire tender process was designed to favour any one bidder. We must also consider the fact that the Work Order has been awarded to the Respondent No.3 on 09.08.2025, and since then Respondent No.3 has been providing services of training under the tender document for more than a year of out of the three year contract. In the background of all these facts, we are clearly of the opinion that absolutely no public interest would be served, even if we had concluded that there was arbitrariness in the tender process, at this stage, after one year of the Work Order having been performed, to interfere in Writ jurisdiction of this Court.

16. In these background facts therefore, we reject this Petition at the threshold. Rule is therefore discharged. In the circumstances and facts stated above, this would be a fit case to impose costs on the Petitioner which are quantified at Rs.50,000/-. The Petitioner shall deposit these costs to the account of the Goa High Court Bar Association in the name of “Legal Training/Education Fund”, within a period of two weeks from today.

17. The Writ Petition is disposed of in the above terms.

AMIT S. JAMSANDEKAR, J.

VALMIKI MENEZES, J.