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ORDER SHEET
WPO No.68 of 2025
IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
ORIGINAL SIDE

CHINAR STEEL SEGMENTS CENTRE PRIVATE LIMITED
VS
STEEL AUTHORITY OF INDIA LIMITED

BEFORE:
THE HON'BLE JUSTICE AMRITA SINHA
Date: 5th February, 2025.

Appearance:
Mr. Mainak Bose, Sr. Adv.
Mr. Rishabh Karnani, Adv.
Mr. Anurag Bagaria, Adv.
Ms. Prabhleen Bharara, Adv.
...For the Petitioner.

Mr. Lakshmi Kumar Gupta, Sr. Adv.
Mr. Suddhasatva Banerjee, Adv.
Mr. Chayan Gupta, Adv.
Mr. Dwip Raj Basu, Adv.
...for the Respondent.

1. The petitioner participated in a tender process conducted by Steel Authority of India Ltd. (SAIL) for dismantling of underground foundations and over-ground structures in the expansion site at IISCO Steel Plant, Burnpur.
2. The bid of the petitioner stood rejected on the ground that the bidder disclosed the price in Part-II of the bid which is contrary to the terms and conditions of the tender.
3. According to the petitioner, the price was disclosed because of improper understanding of the terms and conditions of the tender document. Instead of mentioning the expression 'quoted', the petitioner has wrongly mentioned the price over there. The quoting of price was not deliberate and it was an unintentional mistake. It has been contended that as a reverse auction procedure has been mentioned in the tender document for selecting the L-1

bidder, accordingly, mere quoting of the price at the initial stage ought not to be the ground for rejection of the bid of the petitioner.

4. It has been submitted that as the petitioner was qualified technically, he ought to be treated as a successful bidder and should be permitted to participate in the reverse auction bid.
5. Per contra, learned senior counsel representing SAIL draws attention of the Court to the instructions given to the bidder which clearly mentions that an un-priced copy of the price bid is required to be submitted with the word 'quoted' where price is to be quoted in enclosure-1. Under the heading 'documents comprising the bid', the instruction mentions that, the offer/bid submitted by the bidder shall comprise three parts/components, Part-1: "EMD [or bid security]/BID Securing Declaration/ Exemption Document"; Part-II: "Techno-Commercial Bid" Part-III: "Price Bid" only.
6. Clause 11.3.9 of the bid document mentions that the bidders, who are considered techno commercially eligible shall only be considered for Price Discovery which can be through Reverse Auction or through Opening of Online Price Bid [submitted on EPS Portal]. Irrespective of the mode of Price Discovery, the evaluation of bidders for determining L-1 bidder will be based on the methodology as mentioned in the tender documents and rates quoted/obtained during Reverse Auction or submitted Online on EPS Portal (in case RA fails or could not be conducted.)
7. The clause 'rejection' states that the bid shall be rejected if the bid containing filled up price is mentioned in the Techno Commercial Part [Part-II].

8. It has been submitted that the entire auction process will be frustrated and rendered nugatory if the bidder quotes the price prior to the price discovery stage.
9. Upon hearing the submission made on behalf of both the parties and on perusal of the documents placed before this Court, it appears that the petitioner disclosed the price prior to reaching the price discovery stage. The same is contrary to the terms and conditions of the bid document. The petitioner may not have understood the terms and conditions of the tender document properly and may have incorrectly disclosed the price at the initial stage. The same is contrary to the terms and conditions of the bid document. The petitioner itself has made an error at the time of submission of its bid and he is responsible for the error that he committed. As he participated in the tender process he will be bound by the terms and conditions of the same.
10. The Court does not find any error on the part of the respondent authority in rejecting the bid of the petitioner. No relief can be granted to the petitioner in the instant case. The writ petition fails and is hereby dismissed.
11. Affidavit of service filed in Court today is taken on record.
12. Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all legal formalities.

(AMRITA SINHA, J.)