In the High Court of Judicature at Madras

Reserved on **31.7.2025**	Delivered on : **05.8.2025**

Coram :

The Honourable Mr.Justice N.ANAND VENKATESH

Writ Petition No.23088 of 2025
& WMP.Nos.25939 & 25940 of 2025

M/s.Sea Rock Infrastructure,
rep.by Managing Partner
Mr.S.Gokul ...Petitioner

Vs

The Chennai Port Authority,
Engineering Department,
having its office at No.1,
Rajaji Salai, Chennai-1
rep.by its Chief Engineer ...Respondent

PETITION under Article 226 of The Constitution of India praying for the issuance of a Writ of Certiorarified Mandamus to call for the records of the respondent in its decision made vide technical evaluation summary report bearing No.JDC/197/2025/E dated 20.6.2025 rejecting the petitioner's technical bid in response to Tender No.T/JDC/7/2025/E dated 18.3.2025, quash the same and further direct the respondent to accept the petitioner's technical bid and evaluate the petitioner's financial Bid along with other bidders.

For Petitioner : Mr.Srinath Sridevan, SC for
Mr.Vikram P.Jain

For Respondent : Mr.AR.L.Sundaresan, ASGOI
assisted by
Ms.Harshini Jhotiraman &
Mr.Avinash Krishnan Ravi

ORDER

The petitioner has challenged the decision of the respondent vide technical evaluation summary report dated 20.6.2025 rejecting the petitioner's technical bid in response to the tender dated 18.3.2025 and for a consequential direction to the respondent to accept the petitioner's technical bid and evaluate the petitioner's financial bid with other bidders.

2. Heard both.

3. The case of the petitioner is as follows :

(i) The petitioner is engaged in carrying out civil construction works including construction of marine infrastructure, etc. On 18.3.2025, the respondent issued a notice inviting tender for repair and strengthening of the existing revetment behind coastal berth at Chennai Port. The estimated cost of the project was Rs.4,823.98 lakhs. The petitioner submitted their bid along with earnest money deposit and the documents required to be submitted as per the tender conditions.

(ii) According to the petitioner, the petitioner's bid was complete in all respects and it was in conformity with all the requirements specified by the respondent in the tender document. The technical bids submitted by the bidders were opened on 23.4.2025. Thereafter, the technical evaluation was conducted on 20.6.2025 and the impugned technical evaluation summary report dated 20.6.2025 was uploaded in the website rejecting the petitioner's technical bid mainly on the ground that the Chartered Accountant's certificate regarding the petitioner's available bid capacity did not mention the unique document identification number (for short, the UDIN). Aggrieved by that, the above writ petition has been filed.

4. The respondent filed a counter affidavit wherein they took the following stand :

(i) The bidders should furnish the bid capacity calculation duly self attested and certified by the Chartered Accountant with the UDIN and the membership number as per Form III of Section 9 of the bid document. This requirement was not fulfilled by the petitioner and therefore, the petitioner's bid was found to be incomplete and ultimately, their technical bid was rejected. After the petitioner was disqualified on 20.6.2025, the petitioner submitted the bid capacity calculation certified by the Chartered Accountant with the UDIN.

(ii) Furnishing of the UDIN has been made mandatory through the Gazette Notification dated 02.8.2019 for all types of certification and attestation functions undertaken/signed by a practising Chartered Accountant. Since the petitioner's bid did not satisfy this mandatory requirement, it was rejected. Only after disqualification, the petitioner attempted to fill up the lacuna by generating the UDIN certification on 20.6.2025 at about 22.27 hours. Hence, the respondent justified the rejection of the technical bid of the petitioner and sought for dismissal of this writ petition.

5. Clause 4 of the Tender Conditions deals with the eligibility criteria. Clause 4.2 provides for the minimum qualification criteria. Clause 3(iii) specifically deals with the bid capacity. The bidder is expected to furnish the bid capacity calculation duly self attested and certified by the Chartered Accountant with the UDIN and the membership number as per Form III of Section 9 of the bid document.

6. Before going into the importance of the UDIN, it will be relevant to take note of the Notification issued by the Institute of Chartered Accountants of India (ICAI) dated 02.8.2019, which was brought in to curb the malpractice of false certification/attestation by unauthorized persons and to eradicate the practice of bogus certificates. Hence, the ICAI decided to implement the concept of generating the UDIN mandatorily for all kinds of certificates/reports, etc., for which, the members of the ICAI were notified that they should generate the UDIN for all certificates with effect from 01.2.2019, for all GST and tax audit reports with effect from 01.4.2019 and for all other audit, assurance and attestation functions with effect from 01.7.2019.

7. It is clear from the above Notification that there was a specific purpose for bringing in this procedure and every certificate issued by the Chartered Accountant and every document generated by the Chartered Accountant were expected to be specifically identified by generating the UDIN. In the absence of the same, such a certificate cannot be taken to be a certificate issued by the Chartered Accountant, who is a notified member of the ICAI.

8. There is no dispute with regard to the fact that when the bid capacity calculation was furnished, it was neither signed by the Chartered Accountant nor the UDIN was mentioned. For proper appreciation, the bid capacity calculation, which was actually submitted by the petitioner along with the technical bid, is scanned and extracted as hereunder :

Section - 9

BID CAPACITY

Maximum Turnover in Construction works Executed in any one Year during Last 7 Years = **Rs. 331,89,14,543/-**

Updated Value of Turnover
(Current Price level by applying multiplication factor = **Rs. 331,89,14,543/-**

M : Multiplier Factor : **1.5**

No. of Years (N) : **1.5**

Bidding Capacity : Rs. 556,27,44,200/-

A = Rs. 331,89,14,543/-

M = 1.5

N = 1.5

B = Rs. 190,48,13,521/-

= A x M x N – B

=Rs.331,89,14,543/- x 1.5 x 1.5 – Rs.190,48,13,521/-

= Rs.746,75,57,721 – Rs.190,48,13,521/-

= Rs. 556,27,44,200/-

Bidding Capacity : Rs. 556,27,44,200/-

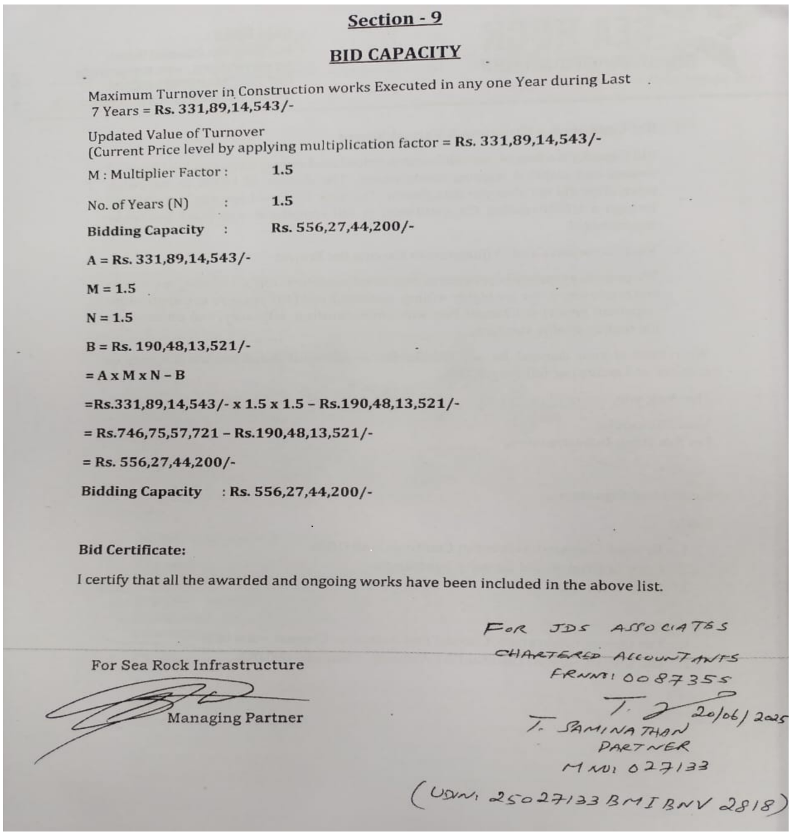
Bid Certificate:

I certify that all the awarded and ongoing works have been included in the above list.

For Sea Rock Infrastructure

Managing Partner

9. On the same day, the petitioner at about 10.27 PM, sent an e-mail to the respondent along with a covering letter and the revised Chartered Accountant's certificate with the UDIN. In the covering letter, the petitioner stated that the required certificate of the Chartered Accountant with the UDIN **has also been duly obtained** and thereby they confirmed that the financial data, credentials and all other bid details originally submitted remained unchanged. Along with the covering letter, the following certificate was annexed :



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For Sea Rock Infrastructure

Managing Partner

FOR JDS ASSOCIATES
CHARTERED ACCOUNTANTS
FRNNo: 008735S
20/06/2025
T. SAMINATHAN
PARTNER
M No: 027133
(UDIN: 25027133BMIBNV2818)

10. The learned Senior Counsel appearing on behalf of the petitioner submitted as follows :

(a) The bid capacity calculation without the UDIN was, at the best, a condonable error on the part of the petitioner. It does not substantially affect the bid since, in all other respects, the terms and conditions and the specifications of the bidding documents were fulfilled without material deviation or reservation. The other certificate, which was issued regarding the assessment to income tax for the financial years from 2019-20 to 2023-24, was properly signed by the Chartered Accountant and the UDIN was also provided. In order to substantiate the same, page No.271 of the paper book was relied upon.

(b) Clause 25 of the Tender Conditions gave sufficient power for the respondent to seek for clarification in an appropriate case. The grievance of the petitioner is that had the respondent informed the petitioner about the non availability of the UDIN in the bid document, the petitioner would have immediately complied with the same.

(c) To substantiate this submission, he relied upon the decision of a learned Single Judge of this Court in ***PSA Ennore Pte. Ltd. Vs. Union of India [reported in 2009 SCC OnLine Madras 198]*** and a specific reliance was placed on paragraph 18 of this decision.

11. On the contrary, the learned Additional Solicitor General appearing on behalf of the respondent submitted as follows :

Where the bid capacity certificate does not contain the signature of the Chartered Accountant and does not carry the UDIN, it cannot be considered to be a certificate and therefore, it is not the duty of the respondent to seek for clarification. Such clarification of bids will arise only where there are arithmetic/typing errors or where the clarification is required to understand the breakdown of unit rates. Clause 25 of the Tender Conditions will not apply in a case where the certificate itself does not comply with the requirement and as a result, it cannot be acted upon. As a consequence, the technical bid will have to be necessarily rejected.

12. In reply to the above arguments of the learned Additional Solicitor General appearing on behalf of the respondent, the learned Senior Counsel appearing on behalf of the petitioner submitted as follows :

(a) Clause 26.2 of the Tender Conditions deals with substantial conformation of the terms and conditions of the tender. The petitioner has satisfied the said requirement. There will be a material deviation or reservation only in a case, which affects, in any substantial way, the scope, quality or performance of the works or which limits, in any substantial way, the employers' rights or the bidder's obligations under the contract or whose rectification would affect unfairly the competitive position of other bidders presenting responsive bids.

(b) To substantiate this submission, he relied upon the following:

(i) a decision of a Division Bench of the Delhi High Court in ***M/s.MDC Pharmaceuticals Ltd. Vs. Union of India [W.P.(C) No.7620 of 2021 dated 16.2.2022]*** and a specific reliance was placed on paragraphs 43 and 44;

(ii) again a decision of another Division Bench of the Delhi High Court in ***ABC Beverages Private Ltd. Vs. Indian Railway Catering & Tourism Corporation (IRCTC) Ltd [W.P.(C) No.2785 of 2017 dated***

28.7.2017];

(iii) a decision of the First Bench of the Bombay High Court in ***R & B Infra Project Ltd. & another Vs. Mira Bhaindar Municipal Corporation & others [W.P.No. 15766 of 2022 dated 17.10.2024]*** and a specific reliance was placed from paragraph 36 onwards.

(c) The learned Senior Counsel added that even though strict compliance of the tender conditions is mandatory, there must be some degree of flexibility exercised and more particularly where the non compliance is merely an inessential condition and it is only a minor infirmity/irregularity, which can be rectified without prejudice to the interest of the other bidders.

13. In response to the reply of the learned Senior Counsel appearing on behalf of the petitioner, the learned Additional Solicitor General appearing on behalf of the respondent submitted as follows :

(a) The non submission of the bid capacity certificate without the signature of the Chartered Accountant and without the UDIN is not a mere irregularity. But, it touches upon the minimum eligibility criteria prescribed in the tender conditions. In the absence of a valid certificate accompanying the bid submitted by the petitioner, that, by itself, becomes a disqualification.

(b) As per Clause 22.2 of the Tender Conditions, no bid could be withdrawn or resubmitted after the deadline for submission of bids and therefore, the petitioner's attempt to rectify a mandatory requirement after the deadline for submission of bids is not curable.

(c) In support of his submissions, he relied upon the following :

(i) a decision of the First Bench of the Delhi High Court in ***Sunshine Caterers Private Limited Vs. Union of India through Ministry of Railways [reported in 2024 SCC OnLine Delhi 2346]*** and a specific reliance was placed on paragraphs 6 to 10;

(ii) a decision of the First Bench of the Uttarakhand High Court in ***M/s.Patelpurta Agro Farm Vs. State of Uttarakhand [W.P. (M/S) No.813 of 2023 dated 24.3.2023]*** and a specific reliance was placed on paragraphs 12 to 16; and

(iii) a decision of the Division Bench of the Allahabad High Court in ***M/s.Arth Enterprises Vs. State of UP [W.P.No. 41989 of 2023 dated 16.1.2024]*** and a specific reliance was placed on paragraphs 6 and 7.

14. This Court has carefully considered the submissions of the learned counsel on either side and perused the materials available on record and more particularly the impugned technical evaluation summary report.

15. The first submission made on the side of the petitioner to the effect that the respondent should have sought for a clarification, which would have enabled the petitioner to cure the defect by providing the UDIN, is unsustainable. Clarification of bids as contemplated under Clause 25 of the Tender Conditions only dealt with certain types of clarifications such as arithmetic, typing errors, etc. Such clarification can be called for to clarify something, which was already available

along with the bid submitted by the tenderer.

16. However, in the case in hand, Clause 4.2(iii) makes it mandatory for the bidder to furnish the bid capacity calculation duly self attested and **certified by the Chartered Accountant with the UDIN and the membership number.** The certificate, which was originally submitted by the petitioner along with the bid, has already been extracted supra. That certificate neither contains the signature of the Chartered Accountant nor the UDIN. It is not as if the petitioner is not aware of this mandatory requirement and the same is evident from yet another document that is available at page 271 of the paper book where the particulars of income tax for a period of five years have been duly signed by the Chartered Accountant along with the UDIN.

17. The submission of the bid capacity calculation certified by the Chartered Accountant with the UDIN is the minimum qualification criteria, which had to be fulfilled by the petitioner. If that is not done, the so-called certificate that has been submitted by the petitioner cannot be acted upon since it does not fulfil the requirement under Clause 4.2(iii) of the Tender Conditions.

18. This Court has already taken note of the importance of the UDIN, which came into force through the Notification dated 02.8.2019. In the absence of the certification by the Chartered Accountant with the UDIN, the certificate itself is non est nor a valid certificate. Hence, it will be construed as a substantive non compliance of the minimum qualification criteria to be fulfilled by the bidder. Hence, the judgments that were relied upon by the learned Senior Counsel appearing on behalf of the petitioner will not come to the aid of the petitioner.

19. The next issue to be considered is as to whether the submission of the certificate without the UDIN is merely a curable defect since it was done due to oversight.

20. For this purpose, it is relevant to take note of Clause 26.1 of the Tender Conditions, which would make it clear that a bidder has to meet the eligibility criteria as defined under Clause 4. If that eligibility criteria had not been met, it is not necessary to go into Clause 26.2 that was relied upon by the learned Senior Counsel appearing on behalf of the petitioner. Clause 26.2 will come into play only if a bidder has satisfied the requirement under Clause 26.1.

21. Apart from that, out of eight bidders, totally, the technical bids of four bidders have been rejected. It is not clear as to the grounds, on which, those technical bids of the others were rejected. However, if the non compliance of the requirement is condoned by this Court and if the petitioner is permitted to participate in the financial bid, it will certainly cause prejudice to the other three bidders, which have also been disqualified. The respondent followed the same yardstick for all the eight bidders and disqualified four of them for non fulfilment of certain mandatory requirement in the bid document. In such a scenario, the defect on the part of the petitioner alone cannot be condoned nor the petitioner can be permitted to participate in the financial bid. In a way, it will amount to giving premium to the petitioner after having found that they committed default in the minimum qualification criteria and the petitioner will be competing with the other four bidders, who have fulfilled all the requirements as per the tender conditions.

22. The judgments that were relied upon by the learned Senior Counsel appearing on behalf of the petitioner do no really help the case of the petitioner since those are cases where the Courts came to

the conclusion that minor irregularity/infirmity should not result in the rejection of the bid as the object/goal to be kept in mind is that maximum tenderers are allowed to participate to derive the maximum benefit.

23. In so far as the First Bench judgment of the Bombay High Court in ***R & B Infra Project Ltd.*** is concerned, that was a case where the Committee thought it fit to rectify the defect by accepting the UDIN subsequently. This judgment also will not help the case of the petitioner for the simple reason that the petitioner did not fulfil the minimum qualification criteria by submitting the bid capacity certificate duly certified by the Chartered Accountant with the UDIN.

24. The certificate, which has been extracted supra, has been signed only by the petitioner at the first instance and it does not even contain the signature of the Chartered Accountant or the UDIN. Hence, it cannot even be considered as a bid capacity certificate.

25. The judgments that were relied upon by the Additional Solicitor General will have a lot of relevance to the facts of the present

case. Those were cases where the UDIN was not found in the relevant documents/certificates and it was held that the rejection of the bid on that ground was perfectly in order. This is in view of the fact that in the absence of the UDIN, the certificate was not in accordance with the guidelines issued by the ICAI and the authenticity or otherwise of the certificate/document cannot be acted upon in the absence of the UDIN.

26. In fine, this Court holds that the bid capacity certificate without the signature of the Chartered Accountant and without the UDIN goes to the root of the matter and it leads to non fulfilment of the minimum qualification criteria since there were no valid documents available for the respondent to satisfy themselves on the bid capacity calculation. It is not a curable defect and therefore, submitting the bid capacity certificate without the certificate of the Chartered Accountant and without the UDIN after the petitioner was informed regarding their disqualification on 20.6.2025, does not, in any way, improve the case of the petitioner. In the light of the above discussions, this Court holds that the technical evaluation summary report dated 20.6.2025 rejecting the petitioner's technical bid does not warrant the interference of this Court.

27. For the foregoing reasons, the above writ petition stands dismissed. No costs. Consequently, the connected WMPs are also dismissed.

05.8.2025

To
The Chief Engineer,
Chennai Port Authority,
Engineering Department,
having its office at No.1,
Rajaji Salai, Chennai-1

RS

N.ANAND VENKATESH,J

RS

W.P.No.23088 of 2025 &
WMP.Nos.25939 & 25940
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