GAHC010075762025

2026:GAU-AS:14923

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/1984/2025

SMTI RENU DANGORIA
W/O LT. PRADIP DANGORIA, R/O CHABUA MES TINIALI, CHABUA, DIST. DIBRUGARH, ASSAM.

VERSUS

THE STATE OF ASSAM AND 5 ORS
REPRESENTED BY THE COMMISSIONER AND SECY. TO THE GOVT. OF ASSAM, EXCISE DEPTT., DISPUR, GUWAHATI 781006

2:THE COMMISSIONER OF EXCISE

ASSAM HOUSEFED COMPLEX
DISPUR
GUWAHATI 6

3:THE SUPERINTENDENT OF EXCISE

TINSUKIA
P.O. AND P.S. TINSUKIA
DIST. TINSUKIA
ASSAM.

4:THE DIST. COLLECTOR CUM DIST. COMMISSIONER

TINSUKIA
DIST.
P.O. AND P.S. TINSUKIA
DIS.T TINSUKIA
ASSAM.

5:THE ADDL. DIST. COMMISSIONER

TINSUKIA CUM CHAIRMAN TENDER / BID COMMITTEE
TINSUKIA
P.O. AND P.S. TINSUKIA
DIST. TINSUKIA
ASSAM.

6:MPD SERVICES

REPRESENTED BY ITS PRINCIPAL
SRI DEBAJIT ARANDHARA. S/O LT. MOHENDRA ARANDHARA
R/O DOWRI GAON
P.O. KHELUA
DIST. SIVASAGAR
ASSAM 78570

Advocate for the Petitioner : MR. R SHARMA, MS P PHUKAN

Advocate for the Respondent : GA, ASSAM, MR. N GOSWAMI, SC, EXCISE DEPTT., (R. 1, 2 & 3),MR. D GOGOI (R-6),MR S BORTHAKUR(R-6)

BEFORE

HON'BLE MR JUSTICE ARUN DEV CHOUDHURY

For the Petitioner: Mr. R. Sharma, Senior Advocate, assisted by Ms. P. Phukan, Advocate.

For the Respondents: Mr. S. Borthakur, Senior Advocate, assisted by Mr. D. Gogoi, Advocate for respondent No. 6.

Mr. N. Goswami, Standing Counsel, Excise Department, for respondents Nos. 1, 2 and 3.

Date on which Judgment is

Reserved : NA

Date of pronouncement of Judgment : **06.10.2026**

Whether the pronouncement is of the operative part of the Judgment : NA.

Whether the full Judgment has been pronounced : Yes.

JUDGMENT & ORDER (ORAL)

(A.D.Choudhury, J)

1. Heard Mr. R. Sharma, learned Senior Counsel, assisted by Ms. P. Phukan, learned counsel for the petitioner. Also heard Mr. S. Borthakur, learned Senior Counsel, assisted by Mr. D. Gogoi, learned counsel for the respondent No. 6, and Mr. N. Goswami, learned Standing Counsel, Excise Department, representing the respondent Nos. 1, 2 and 3.

2. The challenge in the present writ petition is to the rejection of the technical bid uploaded by the petitioner pursuant to the NIT dated 04.01.2025 for settlement of India Made Foreign Liquor (IMFL) Retail Off License for Shop No. TSK 1, Dirak Chariali, Sadiya Sub Division of Tinsukia District.

   The Scrutiny Committee rejected the petitioner's bid on the ground that the site plan she submitted was not certified by an Engineer.

3. The learned Senior Counsel for the petitioner contends that the rejection is unsustainable for more than one reason; firstly, Annexure-C cannot be treated as prescribing an essential condition of certification by an Engineer, since such alleged prescription relates to Clause-6, which deals with the documents comprising the bid, but does not specifically refer to Annexure-C. Secondly, the petitioner submitted a site plan prepared by an Architect, thereby satisfying the

condition. Thirdly, the petitioner contended that the successful bidder, i.e., respondent No. 6, had not uploaded Annexure-C along with the bid document and the online Technical Bid and had produced it only in hard copy, which, according to the petitioner, was impermissible under Clause-10 of the tender document.

4. Mr. N. Goswami, the learned Standing Counsel for the respondent Excise Department, and Mr. Borthakur, learned Senior Counsel for the respondent No.6, argued that Annexure-C forms part of the bid document and specifically sets out the eligibility criteria relating to the site under Serial Number 12. It is further argued that the requirement of a site plan certified by an engineer is an express condition of the tender.

5. Referring to the site plan submitted by the petitioner, which is available on the record, learned counsel argues that the document discloses that the site plan was prepared by an Architect and not certified by an Engineer. Consequently, the rejection was in accordance with the tender condition.

6. Before proceeding further, the relevant provisions of the tender document may first be noted. Accordingly, the relevant portion of Clause 6 is reproduced herein below:

6. DOCUMENTS COMPRISING THE BID:

The bid shall be in two separate parts, i.e., Technical and Financial bids.

The Technical Bid shall primarily consist of the following:

Duly filled up Application format as per Annexure- 'A'.

Age proof certificate of Proprietor/ Partner(s)/ Director(s), as the case may be.

Proof of deposit of non-refundable Application Fee and EMD.

Undertaking in Annexure-D about submission of bid for other shop(s) with names of the shop and their bid number in the same district or any other district.

Copy of Income Tax Returns along with Balance Sheets for the years 2020-21, 2021-22, 2022-23 and 2023-24 (any three years in sequence) and statement of 'Net worth'

as certified by a Chartered Accountant.

Copies of self-attested Permanent Account Number (PAN) of proprietor/partnership firm and its partners / company and its directors.

Undertaking in Annexure-E to the effect that if the bidder is declared as H1 bidder in respect of one shop, he stands disqualified for all other remaining bids for any other shop in the same district or any other district in Assam.

Affidavit in Annexure-B on eligibility under rule 296 of the Assam Excise Rules, 2016 along with the declaration as per this Bid document.

Description of the site on which the proposed shop is to be set up (enclosed site land)

Distance from National/State Highway.

Distance from Educational Institution, Hospital and Place of Public worship. Please refer to relevant rule 289. (for Municipal Corporation 50 (fifty) meters, Municipality/Town Committee 100 one hundred) meters and for rural areas 150 (one hundred & fifty) meters).

Copy of the document showing the Bidder's right, title and interest on the proposed site of the land

Copy of the plan of the building which the bidder intends to use or construct for his shop.

(emphasis supplied)

7. Clause 6 deals with documents comprising the bid. The Technical Bid is stated to consist primarily of two parts, the Technical and the Financial Bid, and the Technical Bid shall consist of the document specified therein.

8. The clause, among other things, requires the application in the prescribed form; proof of payment of the application fee and EMD; the requisite undertakings and affidavits; financial documents; PAN; and other prescribed documents.

9. The tender document also contains provisions relating to the proposed site, including the site description, relevant distances, and the plan of the building in which the bidder intends to use or construct the shop.

10. Another important document is Annexure–C. For the sake of completeness, the relevant portion of Annexure–C is reproduced hereinbelow

ANNEXURE-C: CHECKLIST OF BIDDER ELIGIBILITY CRITERIA IN TECHNICAL BID.

(To be filled up by the bidder)

SL NO.	BASIC REQUIREMENT	SPECIFIC REQUIREMENT	DOCUMENTS REQUIRED TO BE UPLOADED	PAGE NO.	ATTACHED/ YES/NO	FOR OFFICIAL USE
12.	Site information	Site plan certified by an engineer, bidder's right/title of the premises	land holding/jamabandi, valid lease agreement with the owner of the premises			

11. Thus, Annexure-C is a "**checklist of bidder eligibility criteria in Technical Bid"** and specifically stated to be a document to be filled in by the bidders. Serial No. 12 of Annexure-C relates to "**site information"**; the specific requirement is stated as "**site plan certified by an Engineer, Bidder's right/title of the premises"**. In the column relating to documents required to be uploaded, "**land holding, Jamabandi, Valid Lease agreement with the owner of the premises"** are mentioned.

12. Clause 10, on the other hand, deals with the preparation and submission of bids in a two-cover system. It requires the bidder to carefully examine the tender document and upload scanned documents in PDF format through the designated link on the web portal as a technical qualification bid. It further provides that both the Technical and Financial bids shall be submitted online. At the same time, one hard copy of the Technical Bid along with supporting documents is required to be submitted.

The clause further provides that, in the event of any discrepancy between the online and hard copy of the Technical Bid, the Technical Bid shall prevail and shall be considered for evaluation.

13. Now coming to the facts of the present case, the Minutes of the Bid Scrutiny Committee held on 01.04.2025 disclose that in respect of TSK-1, Dirak Chariali, the bid of the respondent No. 6, MDP services, was accepted, whereas the bid of the petitioner was rejected. The reason recorded against the petitioner is "**site plan submitted is not certified by an engineer".** The minutes further recorded that, during scrutiny, the bid documents uploaded online were scrutinized.

14. The site plan submitted by the petitioner has also been placed on record. The document bears the particulars of "**Ar. Subham Paul, B.Arch.Reg"** and his signature. Thus, it shows that the plan was designed and signed by an Architect. The document does not disclose certification by an Engineer.

15. In the aforesaid background, let this court examine the contention that the requirement of an Engineer certificate for the site plan was not an essential condition of tender, for the reason that Annexure-C has not been specifically referred to in Clause-6, whereas the other Annexures such as Annexure-A, Annexure-B, Annexure-D and Annexure-E are specifically mentioned under Clause-6.

16. In this Court's view, Clause-6 does not state that the Technical Bid shall consist only of the documents specifically enumerated therein. The expression used is that the "**technical bid shall primarily consist of the documents mentioned"**. The enumeration is thus not exhaustive.

17. More importantly, Annexure-C is not an internal document prepared by the authority for its own scrutiny after receipt of the bids. Admittedly, it forms part of the bid document and is expressly described as a "**checklist of bidder eligibility criteria"** in the Technical Bid, which the Bidder is required to fill out. Annexure-C specifically prescribes "**site plan certified by an Engineer"**

Therefore, the omission of a specific reference to Annexure-C in Clause-6 cannot, by itself, exclude the said annexure from the tender document.

18. A tender document must be read as a whole, and its different provisions must be harmoniously

construed. No provision can be isolated from the remaining provisions to render another express requirement in the same tender document meaningless.

19. Annexure-C, in relation to "site information," specifies that the site plan should be certified by an engineer, and Annexure-C consists of the documents based on which bidders' eligibility criteria are to be decided. Annexure-C is part of the bid document and expressly prescribes the requirement as a Bidder eligibility criterion. Therefore, in the opinion of this Court, this is not a case where the authority has introduced a new condition at the stage of scrutiny that was not contained in the bid document.

20. In the present case, the stipulation that the site plan should be certified by an engineer is expressed in clear terms and relates directly to the suitability and identification of the proposed site. The tender condition even prescribes the minimum area of such proposed shop. Therefore, the site cannot be reduced to a mere formality.

21. On the materials placed before this court, the site plan submitted by the petitioner bears the particulars of an Architect. It is not certified by an engineer. Therefore, the petitioner has not merely failed to submit a document in a particular form or particular mode. The document relied upon by her does not satisfy the substantive requirement prescribed by the tender.

22. The minutes of the Scrutiny Committee are consistent with the opinion expressed herein. The committee has not recorded that the petitioner's bid was rejected merely because the site plan was not uploaded in a particular manner. The reason recorded is that "**site plan submitted is not certified by the engineer"**.

23. Mr. Sharma, learned Senior Counsel for the petitioner, has placed considerable reliance on Clause-10 and has contended that the successful bidder had not uploaded Annexure-C, and that the same was submitted along with the hard copy of the bid document. According to the learned Senior Counsel, the online Technical Bid is the bid required to be evaluated and is expressly given primacy over the hard copy; therefore, the authority could not have accepted the Annexure-C produced by the successful Bidder only in hard copy.

24. The requirement under Clause-10 to upload the technical qualification documents in PDF format, and the stipulation that the online bid shall prevail in the event of discrepancy with the hard copy, cannot be ignored. But, in the present case, the certification was uploaded.

Annexure-C was not uploaded, but it was submitted along with the Hard Copy. The fact remains that Annexure-C prescribes a list of essential documents.

25. Therefore, the alleged irregularity cannot be a ground to interfere with the bid evaluation committee's decision dated 01.04.2025. There is no substantive eligibility defect in the private respondent's bid, and irregularity, if any, in not uploading Annexure-C cannot be a ground to interfere with the impugned decision, when admittedly, the certification uploaded by the petitioner was not in conformity with tender requirements.

26. Clause 10 regulates the manner of submission and the primacy of online and hard copy bids. It does not dispense with the substantive requirement contained in Annexure-C. When the documents necessary for evaluation of the Bidder's qualifications were uploaded, non-uploading of Annexure-C itself does not correct the foundational defect in respect of the petitioner.

27. This Court is also of the opinion that, on the facts of the present case, the petitioner cannot invoke Article 14 of the Constitution of India to claim a right to an eligibility status which she herself does not possess.

28. The principle of equality requires the tendering authority to apply the stipulated condition uniformly. It does not entitle an otherwise ineligible bidder to acceptance merely because another bidder is alleged to have received an undue advantage; more particularly, in the present case, the mandate to upload Annexure-C is not discernible from the bid documents.

29. This court is also conscious of the settled limitations upon judicial review in contractual and tender matters. The court does not sit as an appellate authority over the tender committee's assessment. Interference is warranted where the decision is shown to be arbitrary, irrational, mala fide, perverse, or contrary to the tender conditions. At the same time, the court cannot rewrite the tender condition or substitute its own view regarding the equivalence of a qualification expressly prescribed by the tender.

30. In the present case, the tender document expressly requires a certified site plan. The petitioner has not submitted such a document. The document produced by her is a site plan prepared and signed by an Architect. The reasons recorded by the Scrutiny Committee for rejection directly relate to the tender requirement. Therefore, the decision cannot be characterized as arbitrary or based upon any extraneous consideration.

31. On the material placed on record, the rejection of the petitioner's technical bid cannot be said to be illegal, arbitrary or perverse. The scrutiny committee acted on an express requirement contained in the tender document and rejected the petitioner's bid for failure to satisfy it.

32. For the reasons recorded as aforesaid, I find no ground to interfere with such decisions in exercise of this court's power of judicial review. Accordingly, this writ petition stands dismissed. Parties to bear their own costs.

JUDGE

Comparing Assistant