GAHC010185652026

2026:GAU-AS:15316-DB

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

Case No. : WA/326/2026

EDIFICE ENGINEERING
A REGISTERED PARTNERSHIP FIRM, HAVING ITS REGISTERED OFFICE AT 123, 124, NEW APOLLO INDUSTRIAL ESTATE PREMISES CHSL, AWADH NARAYAN TIWARI MARG, MUMBAI-400069, MAHARASHTRA, REPRESENTED BY ITS AUTHORISED REPRESENTATIVE/PARTNER, SHRI JIGAR K. CHHEDA, SON OF KANTI CHHEDA, R/O. 2/64, VERMA NAGAR, OLD NAGARDAS ROAD, ANHERI (EAST), MUMBAI, DIST MUMBAI, MAHARASHTRA, PIN-400069

VERSUS

1.THE STATE OF ASSAM AND 6 ORS
REPRESENTED BY THE SECRETARY TO THE GOVERNMENT OF ASSAM, DEPARTMENT OF INDUSTRIES, COMMERCE AND PUBLIC ENTERPRISES, DISPUR, GUWAHATI-781006.

2:THE ASSAM INDUSTRIAL DEVELOPMENT CORPORATION LIMITED
A GOVERNMENT OF ASSAM UNDERTAKING UNDER THE DEPARTMENT OF INDUSTRIES COMMERCE AND PUBLIC ENTERPRISES GOVERNMENT OF ASSAM R.G. BARUAH ROAD GUWAHATI-781024
REPRESENTED BY ITS MANAGING DIRECTOR.

3:THE TENDER EVALUATION COMMITTEE
ASSAM INDUSTRIAL DEVELOPMENT CORPORATION LIMITED
ASSAM INDUSTRIAL DEVELOPMENT CORPORATION LIMITED
A GOVERNMENT OF ASSAM UNDERTAKING R.G. BARUAH ROAD
GUWAHATI-781024.

4:MSTC LIMITED
A MINI-RATNA PUBLIC SECTOR UNDERTAKING UNDER THE ADMINISTRATIVE CONTROL OF THE MINISTRY OF STEEL
GOVERNMENT OF INDIA REPRESENTED BY ITS CHIEF MANAGER
FA BSNL EXCHANGE BUILDING BELTOLA BASISTHA ROAD WIRELESS
GUWAHATI PIN-781038.

5:CHINAR STEEL SEGMENT CENTRE PRIVATE LIMITED
SITUATED AT FLAT NO. 301 3RD FLOOR CENTRE POINT
21 HEMANTA BASU SARANI DALHOUSIE KOLKATA WEST BENGAL
PIN-700001.

6:JAY ISPAT TRADERS
SITUATED AT 135/92 GIRISH GHOSH ROAD BELUR HOWRAH
WEST BENGAL PIN-711202.

7:SYMCOM EXIM
SITUATED AT OFFICE NO. 101/1
VAKRATUNDA CORPORATE PARK PREMISES CS LTD.
VILLAGE PAHADI GOREGAON EAST MUMBAI MAHARASHTRA-400063

For the Appellant(s) : Mr. K.N. Choudhury, Senior Advocate, assisted by Mr. R.J. Das, Advocate.

For the Respondent(s) : Mr. D. Saikia, Advocate General, Assam assisted by Ms. R. Barua, Advocate.

: Mr. A. Kakoti, Advocate for AIDC.

–B E F O R E –
HON'BLE THE CHIEF JUSTICE MR. ASHUTOSH KUMAR
HON'BLE MR. JUSTICE KAUSHIK GOSWAMI

09.10.2026

(Ashutosh Kumar, CJ)

We have heard Mr. K.N. Choudhury, learned Senior Advocate, assisted by Mr. R.J. Das, learned Advocate for the appellant and Mr. D. Saikia, learned Advocate General, Assam.

2. In this intra-Court appeal, the appellant has mounted a challenge to the judgment dated 25.08.2026 passed by a learned Single Judge of this Court in WP(C) No.5859/2025.

3. Against an auction notice by the Assam Industrial Development Corporation Limited (in short, "AIDC") for plant, machinery,

demolition, disposal and clearing up to the ground level of the buildings and the civil structures of the Cachar Paper Mills, Cachar in Assam, the appellant along with others participated.

4. To maintain the safety, the auction notice required the bidders to possess a valid Occupational Health and Safety Assessment Series (in short, "OHSAS") certificate along with compliance and all attached safety requirements.

5. It is the case of the appellant that it did possess the relevant certification covering the exact scope of work regarding structural dismantling and demolition of concrete structures, debris management, salvage management and recycling of waste; but, unfortunately and inadvertently, an expired certificate was uploaded, which led to the cancellation of his bid on technical grounds.

6. No sooner was this made known to the appellant, the valid certificate, required of all bidders, was emailed to the Tendering Authority with an explanation regarding the clerical error and a request that he be not non-suited technically.

However, the request was not accepted.

7. Thereafter, WP(C) No.5859/2025 was filed by the appellant, challenging the rejection of such request and also the decision of holding the appellant technically unresponsive.

8. In the afore-noted writ petition, an *interim* order was passed on 09.10.2025, permitting the appellant to participate in the auction.

9. Pursuant to such an *interim* order, the appellant also inspected

the site and offered its bid.

10. The appellant was declared the highest bidder, having offered Rs.88.65 crores and the required security amount was promptly deposited with the Tendering Authority.

11. However, the writ petition was finally dismissed on the ground that the Tendering Authority was entitled to insist on a strict compliance with the conditions. Since the appellant had uploaded only an expired certificate and had not submitted the valid certificate within the time, acceptance of such a document after the last date would tantamount to post-bid modification, which is not permissible under the law.

12. While rejecting the writ petition of the appellant, the learned Single Judge also held that in the technical evaluation process, 8 other bidders were also disqualified on that account, namely, not being in possession of the comprehensive "OHSAS" certificate, as also on the other grounds rendering them technically unresponsive.

13. The learned Single Judge opined that any insistence by the Court on the Tendering Authority to accept the valid certificate after the last date could in a way violate Article 14 of the Constitution of India as many others, who would have possessed the valid certificate, but for some reason the same had not been uploaded, would stand prejudiced.

14. That apart, the learned Single Judge reminded himself that judicial review in tender matters is very limited and all that was required to see is that the decision did not smack of any arbitrariness, bias, *malafide* or perversity.

15. On the issue raised about the revenue, as the appellant had offered the highest price, the learned Single Judge was of the view that there could be no gainsaying that revenue is important but higher revenue is not advisably to be achieved by departing from the tender conditions; rather on the contrary, there should be adherence to the tender terms which would only salvage the sanctity and purity of the entire process of tender.

16. While assailing the afore-noted judgment, Mr. K.N. Choudhury, learned Senior Advocate has argued that there is no denial of the fact that the appellant possessed the valid certificate, which was issued before the NIT and the bid deadline and, therefore, in the event of the appellant having come out as the bidder with the highest offer, he should have been selected.

It was further argued that acceptance of the request of the appellant to take into account the valid "OHSAS" certificate would not have meant any dilution or post-bid alteration of the eligibility criterion. In fact, none of the other bidders, who were non-suited technically, were in possession of or had submitted, even belatedly, the "OHSAS" certificate.

17. Explaining the reasons for inadvertent uploading of an expired certificate, it was argued that Occupational Health and Safety Management System (in short, "OHSMS") certificate has replaced the old "OHSAS" certificate, but somehow or other, in all other tenders, though insistence is for new certification but the same has conveniently been referred to as "OHSAS" certificate only.

18. While rejecting the claim of the appellant, it has been argued,

the learned Single Judge has completely ignored the aspect of proportionality as also rationality in these background facts. That apart, it is very difficult to say whether submission of the "OHSMS" certificate was a mandatory condition of the tender.

The situation has become prejudicial for the appellant for the reason of the *interim* order passed by this learned Single Judge, permitting him to participate in the bid, as he has already disclosed his offer.

Thus, the only entity which has been prejudiced on this ground is the appellant and none else as the others had not uploaded the Safety Certificate as required under the tender conditions.

19. As opposed to the afore-noted contentions, the learned Advocate General, Assam has argued that the high revenue offered by the appellant was factored in, but the same was not accepted for the reason of the same being prejudicial to others, who could have also made a request for such acceptance of the certificate later, if at all, they possessed, about which the Tendering Authority had no knowledge.

To avoid any such prejudice to others and to maintain the purity of the standard of assessment in a tender, the only way out is to insist on strict adherence to the terms of the tender; that too, when a certification is required of all bidders with respect to the occupational hazards.

Any decision to accept a mandatory certificate later than the last/closing date would vitiate the entire process and, in that case, higher revenue ought not to be the sole criterion.

20. Lastly, it has been submitted by the learned Advocate General that the tender has not been allotted to the next highest bidder but a conscious decision has been taken to put the entire auction to re-tender, in which case, nobody would stand prejudiced, not even the appellant, even though he has disclosed his offer.

21. It has further been submitted by the learned Advocate General that there is a strong likelihood of floating a fresh tender with a reserve/base price which would provide an even field for all the bidders.

22. Seen thus, we find that the decision of the learned Single Judge is not bad in the eyes of law. There does not appear to be any perversity in the judgment impugned, necessitating any interference at this stage; more so, when the entire tender is likely to be floated afresh, in which the appellant shall also have the right to participate.

23. Thus, not finding any merit in the present appeal, the same is dismissed.

No order as to costs.

JUDGE **CHIEF JUSTICE**

Comparing Assistant