GAHC010230502026

2026:GAU-AS:16041

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

Case No. : WP(C)/5956/2026

RHINO ENTERPRISES
A PARTNERSHIP FIRM HAVING ITS OFFICE AT R. K. BARUAH ROAD, CHANDAN NAGAR, GOLAGHAT, ASSAM. PIN 785621. REPRESENTED BY ITS PARTNER, SRI NIRMAL CHHAWCHHARIA, AGED ABOUT 58 YEARS, SON OF LATE SAWARMAL AGARWALA, RESIDENT OF FLAT NO. 5G, MAINAK GREEN, CHRISTAN BASTI, G.S. ROAD, GUWAHATI, KAMRUP(M), ASSAM- 781005

VERSUS

UNION OF INDIA AND 3 ORS
REPRESENTED BY THE SECRETARY, MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION, DEPARTMENT OF FOOD AND PUBLIC DISTRIBUTION, ROOM NO. 546 C, KRISHI BHAWAN, RAFI MARG, NEW DELHI-110001

2:FOOD CORPORATION OF INDIA (FCI)
REPRESENTED BY ITS CHAIRMAN-CUM-MANAGING DIRECTOR
16-20
BARAKHAMBA LANE
KHADY SADAN
NEW DELHI 110001

3:THE GENERAL MANAGER (CONTRACTS)
FOOD CORPORATION OF INDIA (FCI)
ZONAL OFFICE (NE)
GUWAHATI
G. S. ROAD
ULUBARI
GUWAHATI ASSAM -781007

4:THE GENERAL MANAGER (R)

FOOD CORPORATION OF INDIA (FCI)
ASSAM REGION
REGIONAL OFFICE
PALTAN BAZAR
GUWAHATI
ASSAM -78100

BEFORE
HONOURABLE MR. JUSTICE DEVASHIS BARUAH

For the Petitioner(s) : Mr. C. Sharma, Advocate

For the Respondent(s) : Mr. K. Gogoi, CGC

- Date on which Judgment was reserved : NA
- Date of Pronouncement of Judgment : **02.11.2026**
- Whether the pronouncement is of the Operative Part of the Judgment : NA
- Whether the full Judgment has been Pronounced : Yes

JUDGMENT AND ORDER (ORAL)

Heard Mr. C. Sharma, the learned counsel for the Petitioner. Mr. K. Gogoi, the learned CGC appears on behalf of the Respondent No. 1.

2. The present writ petition has been filed challenging the rejection of the Petitioner's tender as technically non-responsive vide decision dated 04.09.2026 wherein it is mentioned that the Petitioner's bid was rejected inasmuch as the Petitioner did not comply with Clause 4(b)(2) of the Invitation to Tender and

Instructions to Tenderers which forms part of the detailed Notice Inviting Tender dated 30.04.2026.

3. The brief facts of the present case are that a detailed Notice Inviting Tender was issued by the General Manager (Region) on 30.04.2026 inviting bids from eligible bidders who own land or hold land under a registered lease for a minimum period of 19 years with permission to construct a godown or are willing to acquire land by way of ownership/registered lease within 180 days from the date of acceptance of the tender for construction of a godown to meet the FCI storage requirements to be managed and supervised by the tenderer for a guaranteed lease of 15 years on a build, own and operate on “lease with services” basis for storage of food grains in RH FKG (Furkating) within the Jorhat FCI Division.

4. The detailed Notice Inviting Tender dated 30.04.2026 contains various parts including one under the heading "Invitation to Tender and Instructions to Tenderers". Various terms and conditions were mentioned in this part, including the manner of signing the tender. Clause 4(b)(2) of the Invitation to Tender and Instructions to Tenderers, being relevant, is reproduced hereinunder:

> *“2. Whether signing as a “partner” of the Firm or their duly constituted Attorney having authority to bind all Partners in all the matter pertaining to*

Tender. Partnership Firms registered under the Indian Partnership Act, the Signatory has to mention the capacity in which he is signing as Partner or their duly constituted Attorney and produce copy of document empowering him to do so."

5. From a perusal of the above quoted Clause, it would appear that when a tenderer is a partnership firm registered under the Indian Partnership Act, the signatory to the tender has to mention the capacity in which he is signing either as a partner or as a constituted attorney and produce a copy of the document empowering him to do so. Admittedly, the Petitioner did not submit any specific document upon a presumption that Clause 8(vi)(A) of the Admission-Cum-Retirement Deed of Partnership of Rhino Enterprises, the Petitioner provided that the tender could be submitted either jointly or severally by the partners on behalf of the partnership firm.

6. Be that as it may, on account of non-submission of the specific document, the Petitioner's bid was held to be technically non-responsive for non-compliance with Clause 4(b)(2) of the Invitation to Tender and Instructions to Tenderers. This aspect was intimated to the Petitioner through the bid portal on 04.09.2026.

7. The Petitioner thereupon submitted a representation on

05.09.2026 to the General Manager (Region), Food Corporation of India which was signed by all the partners stating inter alia that under the Admission-Cum-Retirement Deed of Partnership of the Petitioner firm dated 14.05.2026 and more particularly under Clause 8(vi)(A), either or all the partners could submit bids on behalf of the Petitioner firm.

8. The said representation was not considered and was rejected on 23.09.2026 and it is under such circumstances that the Petitioner has approached this Court by filing the present writ petition.

9. At this stage, it is also pertinent to take note of that the instant writ petition was filed on 09.10.2026 and that today, when the matter was taken up for Motion, Mr. C. Sharma, the learned counsel appearing on behalf of the Petitioner duly informed this Court that the said tender process had been cancelled and a fresh detailed Notice Inviting Tender dated 17.10.2026 had been issued. A copy of the said detailed Notice Inviting Tender dated 17.10.2026 was placed before this Court during the course of the hearing which is kept on record and marked with the letter "X".

10. The learned counsel appearing on behalf of the Petitioner

submitted that the decision of the Respondent Authorities to hold the Petitioner's bid to be technically non-responsive in terms of Clause 4(b)(2) of the Invitation to Tender and Instructions to Tenderers was taken without considering Clause 8(vi)(A) of the Admission-Cum-Retirement Deed of Partnership dated 14.05.2026.

11. This Court has given an anxious consideration to the matter and from a perusal of Clause 4(b)(2) of the Invitation to Tender and Instructions to Tenderers, it is apparently clear that the tendering authority being the employer had specifically sought for a document empowering a particular partner to submit the tender. When the tendering authority seeks such a document and admittedly, no document has been placed on record whereby all the partners of the Petitioner firm have authorized one of the partners to submit the bid, it is the opinion of this Court that in exercise of the limited jurisdiction available under Article 226 of the Constitution of India, the decision of the Respondent Authorities to reject the Petitioner's bid as technically non-responsive for non-compliance with Clause 4(b)(2) of the Invitation to Tender and Instructions to Tenderers does not call for any interference.

12. Accordingly, this Court does not find any merit in the instant writ petition, for which, the writ petition stands dismissed.

13. Before parting with the record, this Court, however, observes that the dismissal of the instant writ petition shall not preclude the Petitioner from submitting a bid pursuant to the fresh Notice Inviting Tender dated 17.10.2026, if so advised.

JUDGE

Digitally signed by Satyam Sharma
Date: 2026.11.02 23:20:39 +05'30'

Comparing Assistant