GAHC010240562026

2026:GAU-AS:17399

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

Case No. : WP(C)/5968/2026

SRI SUBHASHIS CHAKRABORTY
SON OF SRI SHANTIRANJAN CHAKRABORTY, RESIDENT OF B.T. ROAD, P.S.-BONAGAIGAON, P.O.-BONGAIGAON, PIN-783380, DIST.-BONGAINGAON, ASSAM.

VERSUS

THE STATE OF ASSAM
REPRESENTED BY THE COMMISSIONER AND SECRETARY TO THE GOVERNMENT OF ASSAM, FOOD CIVIL SUPPLIES AND CONSUMER AFFAIRS DEPARTMENT, DISPUR, JANATA BHAWAN, GUWAHATI-781006, ASSAM.

2:THE DIRECTOR
FOOD CIVIL SUPPLIES AND CONSUMER AFFAIRS DEPARTMENT
RAM KRISHNA MISSION ROAD
NEAR SISHU GRIHA
ULUBARI
GUWAHATI - 781007
ASSAM.

3:THE E-TENDER COMMITTEE
REPRESENTED BY THE DISTRICT COMMISSIONER
BONGAIGAON
PIN-783380
DIST.- BONGAIGAON
ASSAM.

4:THE DISTRICT COMMISSIONER
BONGAIGAON
PIN- 783380
DIST.- BONGAIGAON

ASSAM.

5:M/S VIVEK TRANSPORT AGENCY
NALANDA
PIN-803111
BIHAR
INDIA

- B E F O R E -

HON'BLE MR. JUSTICE ARUN DEV CHOUDHURY

For the petitioner : Mr. NNB Choudhury, Sr.Adv

For the Respondents : Mr. D Nath, Sr. GA,
Mr. D. Das,Adv

Date of reserve of the judgment : 18.11.2026
Date of pronouncement of judgment : 25.11.2026

Whether the pronouncement is of the operative part of the judgment? : Yes

Whether the judgment has been pronounced? : Yes

JUDGMENT & ORDER (CAV)

1. The petitioner has invoked the writ jurisdiction of this Court, assailing the decision dated 14.10.2026 of the Tender Committee, whereby his technical bid submitted pursuant to Notice Inviting Tender (NIT) dated 27.08.2026 for selection and appointment of handling and transport contract for transportation of food grains under the National Food Security Act, 2012 in the district of Bongaigaon for the financial year 2026–2027 was rejected.

2. The material facts, as borne out from the pleadings and

documents placed on record, are that the petitioner has been an existing contractor engaged in the transportation of food grains under NFSA, 2013, in the district of Bongaigaon. He claims to have satisfactorily executed the work in preceding years.

3. Pursuant to NIT dated 27.08.2026, five bidders participated in the tender process. Upon opening and evaluation of the technical bids, the Tender Committee, in its meeting held on 13.10.2026, found that the petitioner and three other bidders had failed to furnish the requisite Labour Registration Certificate. The bid of Respondent No. 5, M/S Vivek Transport Agency, was found compliant and was recommended for opening of its financial bid. The committee's decision was thereafter followed by the impugned rejection of the petitioner's technical bid.

4. The principal contention advanced on behalf of the petitioner is that Clause 10 of the terms and conditions of the NIT required the bidders to possess up-to-date labour registration, ESIC and EPF. It is submitted that the petitioner furnished a labour license issued under the Contract Labour (Regulation and Abolition) Act, 1970, which was valid throughout the State of Assam, and the same ought to have been accepted as sufficient compliance with the NIT requirement.

According to Mr N.N.B. Choudhury, learned Senior Counsel, the NIT nowhere specified that the bidder was required to furnish a certificate of registration under Section 7 of the Act. But it

mandates Labour Registration. The rejection of the petitioner's bid, despite his having been an existing contractor under the same arrangement and having satisfactorily performed the work, is therefore arbitrary.

5. Per contra, Mr D Nath, the learned senior Government Advocate submits that the expression "labour registration" used in Clause 10 refers to registration of an establishment under Section 7 of the Act and is distinct from a license issued to a contractor under Section 12.

It is contended that the petitioner submitted a license under Section 12, not the registration certificate contemplated under the tender condition.

6. The learned counsel appearing for respondent No. 5 adopts the submissions advanced on behalf of the State and submits that Respondent No. 5 had furnished the requisite registration certificate under Section 7 of the Act and was accordingly found technically qualified.

7. The controversy, therefore, essentially concerns the nature of the document required under Clause 10 of the NIT and whether the document submitted by the petitioner could satisfy that requirement.

8. To appreciate the rival submissions, it is necessary to note the relevant provisions of the Contract Labour (Regulation and Abolition) Act, 1970.

Section 7 of the Act provides for registration of certain establishments. The obligation to apply for registration lies with

the principal employer of an establishment to which the Act applies.

Section 2(g)(iv) defines the "principal employer" in relation to any other establishment as the person responsible for the supervision and control of the establishment. The definition is not confined to government establishments and would also encompass a private establishment carrying on trade or business subject to the requirements of the Act.

Section 2(e) defines an "establishment" to include any office or department of the Government or a local authority, as well as any place where an industry, trade, business, manufacture, or occupation is carried on.

9. Under the Assam Contract Labour (Regulation and Abolition) Rules, 1971, Rule 17 prescribes the manner of making an application for registration in Form I, while Rule 18 provides that a certificate of registration granted under Section 7(2) shall be in Form II.

The registration thus relates to the establishment and its principal employer and contains particulars concerning the nature of the business, the maximum number of contract labourers, and the relevant particulars.

10. Section 12 of the Act, on the other hand, deals with the licensing of contractors. It provides that no contractor to whom the Act applies shall undertake or execute any work through contract labour except under and in accordance with a licence issued by the licensing officer.

The license contemplated under Section 12 is, therefore, distinct from registration of an establishment under Section 7.

11. The former regulates the engagement of contract labour by a contractor in the execution of specific work, whereas the latter concerns the registration of an establishment by its principal employer.

The two provisions operate in different fields, and the documents issued under the respective provisions cannot be treated as interchangeable.

12. It is also necessary to notice that the requirement of a license under Section 12 stands on a different footing. The license is required to undertake or execute the work through contract labour. At the stage of submission and evaluation of the bids, the contract in question had not been awarded, and the identity of the principal employer in relation to the proposed contract engagement, together with particulars of the work, would have to be reflected in the relevant statutory process. The requirement of such a licence for execution of the contract cannot be imported into Clause 10 as a condition of eligibility at the stage of bid submission. The successful bidder would, of course, be required to comply with the provisions of Section 12 before undertaking or executing the work through contract labour.

13. In the aforesaid statutory background, when Clause 10 of the NIT requires bidders to possess up-to-date "labour registration", the expression must be understood in the context of the

statutory scheme. The NIT does not use the expression "labour license." It also does not require a bidder to possess a license under Section 12. Therefore, the requirement of registration under Section 7, as understood by the Tender Committee, in the backdrop of clause 10 requiring “labour Registration”, therefore, cannot be said to be without any statutory basis.

14. Coming to the documents furnished by the parties, it appears that the petitioner had relied upon a licence issued under Section 12(1) of the Act by the Assistant Labour Commissioner, Nagaon. The said license, dated 31.07.2026, was issued for transportation work in the establishment of the Executive Engineer, PWD, Kaliabor and Samaguri Territorial Road Division, and was expressly made valid for Nagaon district.

15. The petitioner contends that he possesses a license valid throughout Assam. However, even assuming the petitioner holds such a license, the document remains one issued under Section 12(1) of the Act. It does not become a certificate of registration under Section 7(2) merely because of its territorial validity.

16. On the other hand, respondent No. 5, M/S Bibek Transport Agency, furnished a certificate issued by the Assistant Labour Commissioner, Nagaon, dated 31.7.2026, expressly recording that it was granted under Section 7(2) of the Act. The certificate identifies the agency, specifies the nature of work as transportation work, and records the maximum number of contract labourers as 50. On the face of it, the document is a certificate of registration under the statutory provision relied

upon by the Tender Committee.

17. The fact that the registering authority is situated at Nagaon does not render the certificate unacceptable for the purpose of Clause 10 of the tender, since the NIT does not prescribe that such registration must be obtained from the registering authority having jurisdiction over Bongaigaon district. Nor does it prescribe that registration must relate exclusively to the transportation work forming the subject matter of the present tender.

18. The learned Senior Counsel of the petitioner has been engaged in transportation of food grains under NFSA, 2013, in Bongaigaon district since 2022, and his performance has been satisfactory. The certificate issued by the Additional District Commissioner, Bongaigaon, dated 9.9.2026, certifying his engagement and satisfactory performance, has also been relied upon.

Such experience may be a relevant consideration under the tender condition relating to experience in transportation of food grains. However, the existence of such experience cannot automatically dispense with compliance with another independent eligibility requirement prescribed under Clause 10. The two conditions operate independently, and the satisfaction of one cannot be treated as compliance with the other.

19. The submission that the petitioner had furnished a document which, in his understanding, was equivalent to a labour registration certificate also does not advance his case.

The distinction between registration under Section 7 and

licensing under Section 12 is founded upon the statute itself. While examining the documents furnished by the bidders, the Tender Committee was required to ascertain whether a stipulated registration certificate had been submitted. The committee found that the petitioner had furnished a license under Section 12 and not the registration certificate under Section 7. Such an understanding of the statutory provisions cannot be characterised as irrational or arbitrary, particularly in view of the discussions made and the reasons recorded in the foregoing paragraphs.

20. It is well settled that in matters relating to tenders, the procuring authority is entitled to interpret the terms and conditions of the tender, and the Court, in exercise of its power of judicial review, does not sit as an appellate authority over the evaluation undertaken by the Tender Committee unless it is arbitrary and irrational.

21. The scope of interference is confined to examining whether the decision-making process suffers from arbitrariness, mala fides, irrationality, or any material departure from the stipulated conditions. This Court cannot substitute its own assessment of the documents for that of the authority entrusted with the evaluation, so long as the interpretation adopted is a plausible one and has a rational basis in the tender conditions and the governing statutory provision.

22. In the present case, Clause 10 required the bidders to possess up-to-date labour registration. The interpretation adopted by the

Tender Committee that it meant a labour registration certificate, having regard to the distinction between registration of an establishment under Section 7 and licensing of a contractor under Section 12, cannot be said to be an unreasonable construction of the tender condition. The petitioner did not furnish the registration certificate contemplated by the committee, but relied upon a license issued under a different statutory provision. The words "registration" and "license" cannot be treated as one. The committee's decision to treat the two documents differently, therefore, cannot be faulted.

23. It is also relevant that the minutes of the meeting of the e-Tender Committee dated 13.10.2026 record that five bidders participated in the tender process and that, upon examination of the documents furnished, four bidders, including the petitioner, failed to submit the requisite labour registration certificate. The bid of respondent No. 5 was found compliant in this regard. No material is placed before this Court to show that the committee adopted a different standard in examining the documents of respondent No. 5 or relaxed the requirement in his favour. The subsequent clarification furnished by the Labour Officer, Bongaigaon, on 29.09.2026, at the request of the District Commissioner, also explains the distinction between the labour license and labour registration certificate.

24. The petitioner has also questioned the urgency with which the tender process was concluded and has alleged that the proceedings were conducted in a hurried manner to favour the

respondent No. 5. However, the fact that the tender process was concluded within a short period, in the absence of any material demonstrating a departure from the stipulated period or any discriminatory treatment, would not furnish a ground for interference. The minutes of the committee meeting record that technical bids were opened on 18.09.2026 as scheduled and that the decision was taken after examination of the documents furnished by the bidders. The urgency of the underlying work, as recorded by the committee, is also a relevant consideration inasmuch as it is the distribution of food grains under NFSA, 2012.

25. The provision of Rule 23(16)(v) of the Assam Public Procurement Rules, 2020, relied upon by the respondent, also does not advance the petitioner's case. The said provision contemplates continuation of the procurement process where the number of bidders qualified in the technical evaluation is less than three, subject to due consideration and appropriate grounds. The decision to proceed with the bid of respondent No. 5, as recorded in the minutes dated 13.10.2026, cannot be held contrary to the said provision merely because only one bidder was found technically qualified. The provision does not dispense with the requirement of satisfying eligibility conditions stipulated in the tender.

26. In the facts and circumstances noticed hereinabove, this Court does not find any arbitrariness or infirmity in the decision of the Tender Committee warranting interference under Article 226 of

the Constitution of India. The Court has confined its examination to the requirement under Clause 10 of the NIT, the statutory distinction between registration under Section 7 and licensing under Section 12 of the Act, and the documents furnished by the bidders.

27. No opinion is expressed on comparative technical or financial capabilities of the bidders or matters which fall within the domain of the procuring authority beyond the conditions stipulated in the NIT. The obligation of the successful bidder to obtain and maintain the required license under Section 12 before undertaking or executing the contract work shall, however, remain unaffected by the present decision.

28. For the reasons stated above, the writ petition is devoid of merit and is accordingly dismissed. The interim order dated 23.10.2026 stands vacated. There shall be no order as to costs.

JUDGE

Comparing Assistant