

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4058 of 2017

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M. D. Enterprises, Patna, Flat No.-11/C, Shivam Enclave, Behind Luxmi Nursing Home, East Boring Canal Road, Patna-1 through its Proprietor Rajeev Ranjan, S/o Sri Ramanuj Singh,

.... Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Department of Planning Development, Government of Bihar, Patna.
2. The Principal Secretary, Department of Planning Development, Government of Bihar, Patna.
3. The District Magistrate, Purnea.
4. The Deputy Development Commissioner, Purnea.
5. The District Planning Officer, Purnea.

.... Respondents

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Appearance :

For the Petitioner : Mr. Sanjay Parasmani, Advocate

For the Respondents : Mr. Harish Kumar, GP8

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 05-01-2018

Heard learned counsel for the petitioner as well as learned
counsel for the respondents.

2. The present writ petition has been filed for a direction to the respondent authorities to issue work order in favour of the petitioner in pursuance of tender notice issued on 07.01.2017 on account of its being the lowest bidder.

3. Learned counsel for the petitioner submits that of the three bidders, who succeeded in the technical bid including the petitioner, two bidders including the petitioner were disqualified and the tender was cancelled. It is submitted that the petitioner and the Bihar Solar were disqualified from the financial bid as they had not enclosed the requisite affidavit with regard to five years' guarantee for repairs and maintenance of solar lights, even though admittedly such affidavit



had been enclosed with the technical bid by all the three successful bidders.

4. Learned counsel for the respondents relies on the statements made in paragraph 8 of the counter affidavit to submit that M/s R.K. Construction was the only tenderer who submitted the requisite affidavit with the financial bid and hence it was the case of single bidder. Accordingly, the tender had been cancelled and a re-tender was published in various newspapers on 08.03.2017.

5. Having heard learned counsel for the parties and on careful consideration of the materials available on record, this Court does not find any merit in the writ petition. A bare perusal of the NIT discloses that the terms and conditions of the tender required the affidavit of five years' guarantee for repairs and maintenance of the solar light to be enclosed not only with the technical bid but also with the financial bid. The petitioner participated in the tender fully aware of the terms and conditions and having not fulfilled the requirements thereof, it cannot be permitted to turn around and question the validity of such conditions upon being unsuccessful.

6. The writ petition accordingly stands dismissed.

(Vikash Jain, J)

B.T/-

AFR/NAFR	NAFR
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