

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13744 of 2025

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Bharat Ratna Pandey, Son of Shri Ravi Shankar Pandey, Resident of Katira, Friends Colony, P.S- Nawada Arra, District- Bhojpur, Contractor having its registered office at Friends Colony, Katira Ara P.S- Nawada Arra, District- Bhojpur, Pin Code- 802301.

... .. Petitioner.

Versus

1. The State of Bihar through Additional Chief Secretary, Rural Works Department, Government of Bihar, Patna.
2. The Additional Chief Secretary, Rural Works Department, Government of Bihar, Patna.
3. The Engineer-in-Chief cum Additional Commissioner cum Special Secretary, Rural Works Department, Government of Bihar, Patna.
4. The Superintending Engineer, Work Division, Triveniganj, Rural Works Department, Government of Bihar.
5. The Superintending Engineer, Work Division, Madhepura, Rural Works Department, Government of Bihar.
6. The Chief Engineer-4, Rural Works Department, Purnea, Government of Bihar.
7. The Executive Engineer, Rural Works Department, Work Division, Triveniganj, Government of Bihar.
8. M/s RKS Engicon, Head Office-302, Adya Niwas, Kavi Raman Path, Nageshwar Colony, Boring Road, Patna-800001 through its director namely Amresh Kumar R/o 302, Adya Niwas, Kavi Raman Path, Nageshwar Colony, Boring Road, Patna-800001.

... .. Respondents.

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Appearance :

For the Petitioner	:	Mr. Ashish Giri, Senior Advocate. Mr. Sumit Kumar Jha, Advocate. Ms. Riya Giri, Advocate. Mr. Pratik Raj, Advocate.
For the State	:	Mr. P.K. Shahi, Advocate General.

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE ALOK KUMAR SINHA

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 07-10-2025

In the instant writ petition, the petitioner has prayed



for the following relief(s):

“i) To issue a writ/order/direction in the nature of certiorari to set aside Memo No.3773 dated 23.07.2025 in relation to Work Package no.MGSY/2024-25/Triveniganj/01 (Tender I.D.140607) under work Division Triveniganj in connection with N.I.T. No.RWD/MGSY/HQ/ET/07/2024-25 Dated 08.04.2025 to the extent by which the petitioner has been declared disqualified technically and further a decision has been taken for re-tendering the work package mentioned at Sl.No.55 of the N.I.T dated 08.04.2025.

ii) To issue a writ/order/direction in the nature of mandamus directing the Respondent Authorities to declare the petitioner technically qualified for award of tender and further for awarding said work by executing agreement for the said work with the petitioner as the petitioner is L1.

iii) To hold and declare that the petitioner is eligible technically for award of tender in relation to the said Work Package no.MGSY/2024-25/Triveniganj/01 (Tender I.D.140607) under work Division Triveniganj in connection with N.I.T. No.RWD/MGSY/HQ/ET/07/2024-25 Dated



08.04.2025.

iv) To pass interim/ex-parte interim direction restraining the respondent authorities from issuing re-tender in connection with Work Package no.MGSY/2024-25/Triveniganj/01 (Tender I.D.140607) under work Division Triveniganj in relation to N.I.T. No.RWD/MGSY/HQ/ET/07/2024-25 Dated 08.04.2025 and further to set aside the re-tender if any in relation to the said work package and any other subsequent action in relation thereto.

v) To any other relief or reliefs for which the petitioner is found to be entitled in the facts and circumstances of the case.”

2. Brief facts of the case are as under:

“The petitioner participated in tender N.I.T. No. RWD/MGSY/HQ/ET/07/2024-25 dated 08.04.2025 under the Mukhya Mantri Gramin Setu Yojna for Triveniganj Work Package No. MGSY/2024-25/01. He was declared technically qualified on 16.07.2025 and found to be the lowest bidder (L1) when the financial bid opened on 22.07.2025. However, on 23.07.2025, the Technical Bid Evaluation Committee reviewed and disqualified him citing an error in the affidavit of not



mentioning name of the work in compliance to clause 4.4 (b) ii of the ITB of the CMBD and decided to re-tender. The petitioner filed an objection on 24.07.2025 before the Principal Secretary, RWD, Bihar and further on 30.07.2025 sent a legal notice to the respondent authorities to declare petitioner technically qualified. Finally the petitioner had filed this writ petition challenging the review order dated 23.07.2025.”

3. Learned counsel for the petitioner submitted that defective affidavit filed in support of the writ application dated 07.05.2025 is a curable in the light of Clauses-19.1, 24.1, 24.2 and 25.1. In support of the aforementioned contention, he is relying on a Coordinate Bench decision in **C.W.J.C. No.12254 of 2024 (M/s Jay Mata Di Enterprises and others Versus The State of Bihar and others) decided on 04.10.2024** on the issue of substantial compliance and so also relying on a decision in the case of **BVG India Ltd. & Ors. Versus State of Bihar & Ors.**, reported in **2023(6) BLJ 656 (Paragraphs-7, 53, 55, 56 to 59)**.

4. On the other hand, learned counsel for the respondents resisted the aforementioned contentions that affidavit dated 07.05.2025 in paragraph-2, it is left blank. It is a serious defect that too in the form of affidavit. The same cannot



be rectified in the light of Clause-4.4B which specifically provide for filing affidavit on behalf of the bidder. The cited various clauses in the NIT read with the cited decisions have no application to the facts of the case. Further, it is submitted that affidavit dated 07.05.2025 cannot be cured subsequent to the last date of submission of application.

5. Heard the learned counsel for the respective parties.

6. Core issue involved in the present lis is whether the defect in the affidavit dated 07.05.2025 would be curable at this distance of time or not?

Paragraph-2 of the affidavit dated 07.05.2025 reads as under:

“2. That I the undersigned, do hereby certify that if the contract for the work namely_____is awarded than I shall deploy and provide necessary document in support of Key personnel to meet the following requirement before Agreement:-

Sr. No.	Position	No.	Educational Qualification	Experience in Road/ Bridge Work (Years)
1	Road Manager	1	Graduate in Civil Engg.	2
2	Bridge Engineer (if length of	1	Graduate in Civil Engg.	5



	Bridge is more than 15 M)			
3	Maintenance Engineer	3	Diploma in Civil Engg.	3
4	Work Supervisor	5	Matric or equivalent	3

7. The petitioner had left blank in respect of name of the work. It is a serious defect and it is material information required for the purpose of consideration of petitioner’s bid application pursuant to the NIT. Therefore, the same cannot be cured in the light of the decision of the Hon’ble Supreme Court in the case of **Prakash Asphaltings and Toll Highways (India) Limited Versus Mandeepa Enterprises and Others**, reported in **2025 SCC OnLine SC 1959 (Para-40 and 41)**. **Para-40 and 41 reads as under:**

“**40.** The above proposition has been followed by another three-Judge Bench of this Court in the recent case of *Subodh Kumar Singh Rathore v. Chief Executive Officer* [2024 SCC OnLine SC 1682], when it examined the concept of public interest in administrative decisions relating to award of contracts. This Court held that even assuming for a moment that there was technical fault in the tender, which if rectified had the possibility of generating more revenue, the same by no stretch could



be said to be a cogent reason for concealing an already existing tender. This Court highlighted the importance of maintaining the sanctity of tenders in governmental procurement processes. Public tenders are the cornerstone of governmental procurement processes, being competitive and ensuring fairness and transparency in the allocation of public resources. Public tenders are designed to provide a level playing field for all potential bidders, fostering an environment where competition thrives. The integrity of this process ensures that public projects and resources are delivered efficiently and effectively, benefiting the society at large. Therefore, sanctity of public tenders and contract is a fundamental principle that underpins the stability and predictability of legal and commercial relationships. Infact this Court put in a word of caution that considerations of public interest should not be narrowly confined to financial aspect only.

41. Applying the above legal principles to the facts of the present case, we are of the view that the Division Bench of the High Court clearly fell in error in directing respondent No. 2 to 4 to allow rectification of the financial bid of respondent No. 1 by treating the amount



offered by it as the per day figure and on that basis to compute the total amount for the entire contractual period of 1095 days. Such an exercise is clearly impermissible having regard to the terms and conditions of the contract which are required to be understood on the anvil of this Court's judgments. The authority granted to the tendering authority by clause 5B (v) of the Instruction to Bidders cannot be stretched to construe the price bid of respondent No. 1 as the per day offer, contrary to the bid declaration of respondent No. 1 itself, and thereafter, on that basis to work out a new bid amount for the entire contractual period making it the highest. In the present case, respondent No. 1 was not at all vigilant; rather, it displayed a very casual approach. In such circumstances, clause 5B(v) cannot be invoked to resurrect the bid of respondent No. 1 to make it H1. Clause 5B(v) of the Instruction to Bidders has to read conjointly with clause 4(g) of the notice inviting electronic bid.”

8. In the light of the principles laid down by the Hon’ble Supreme Court in the aforementioned decision, the petitioner cannot overcome defect in the affidavit dated 07.05.2025 so as to claim the relief in the present writ petition. The cited decisions and relevant clauses on behalf of the



petitioner cannot be taken into consideration in the light of the fact that the petitioner has committed glaring mistake by filing affidavit on 07.05.2025 while leaving paragraph-2 viz., name of the work as blank.

9. In the light of these facts and circumstances, the petitioner has not made out a case.

10. Accordingly, instant writ petition stands dismissed.

11. Pending Interlocutory Application(s), if any, stands disposed of.

(P. B. Bajanthri, CJ)

(Alok Kumar Sinha, J)

P.S./-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	09.10.2025.
Transmission Date	NA

