

S/L 10
18.11.2025
Court. No. 25
suvayan

WPA 25053 of 2025

M/s. P. P. Elektro Power & Anr.
Vs.
Bidhannagar Municipal Corporation & Ors.

Mrs. Manju Agarwal
Miss. Anju Manot
Mrs. Ruchi Halder

...for the Petitioners.

Mr. Arka Kr. Nag
Mr. Tirthankar Dey

...for B.M.C.

1. The petitioners have filed the present writ application on the ground that the respondents have rejected the tender document of the petitioner without assigning any reason. On March 4, 2025 the Chief Engineer, Bidhannagar Municipal Corporation has issued an e-tender notice for the project under Green City Mission. The petitioners have participated in the said tender but by a communication dated October 21, 2025 it was informed to the petitioners that the document submitted by the petitioners not satisfactory and accordingly technical bid was rejected.
2. The petitioner drawing attention to this Court to Clause xviii of the tender document and submits that as per the said Clause the bidder must be satisfied by the OEM of LED manufacturer of the reputed brand. The notice inviting tender number and date must be mentioned in the certificate OEM authorization certificate has to be signed by Regional Manager or any Officer of its upper position. But in the present case the other bidders whose bid has been accepted by the authorities have not

submitted the said document. The petitioners have relied upon the affidavit affirmed by Philips Lighting, Magik Lighting and submit that the authorities have accepted the affidavit affirmed before the notary public submitted by the alleged successful bidders but the authorities have failed to consider the condition no. xiii of the bid document. The contention of the petitioner that when the petitioners came to know that without assigning any reason only by stating that the document submitted by the petitioners is not satisfactory and the tender document was rejected, the petitioner has made a detailed representation to the Mayor, Bidhannagar Municipal Corporation on October 17, 2025 and subsequently several reminders were submitted informing the authorities that the alleged successful bidders have not complied with the terms and conditions of the tender documents but the authorities have accepted the tender documents of the said firms without considering the request of the petitioners.

3. Learned counsel for the petitioners submits that in spite of receipt of the representation neither the representation was considered nor any reply has been sent to the petitioners. The petitioners pray for an interim order restraining the authorities for giving any work order to the alleged successful bidder with respect of the said order.
4. The learned counsel petitioners has relied upon the judgment in the case of ***Ramana Dayaram Shetty vs. International Airport Authority of India &***

Ors. reported in **(1979) 3 SCC 489** and submits that the Hon'ble Supreme Court way back in the year 1979 has categorically held that under the constitutional mandate of Article 14 of the Constitution of India the administrative law not permitted the executives to act arbitrary in accepting the tender which is not in conformity with the tender document.

5. The learned counsel for the petitioners further relied upon the judgment in the case of ***Vidarbha Irrigation Development Corporation and Others vs. Anoj Kumar Agarwala and Others*** reported in **(2020) 17 SCC 577** and submits that the tender document cannot be ignored or treated as redundant on superfluous they must be given meaning and their necessary significance. She submits that in the present case the petitioner has submitted the document but ignoring the document of the petitioner, the respondents/authorities have relied upon the document of the alleged successful bidder which is not in conformity with the document as required under the tender notice.
6. *Per contra*, learned counsel appearing for the respondent nos. 1 to 7 submits that altogether six firms have participated in the said tender process and opening as the technical bid it was found that three firms have submitted all documents in conformity with tender notice has been rejected with the reasons documents not satisfactory. Accordingly, their tender has not been accepted.

7. The learned counsel for the Bidhannagar Municipal Corporation submits that all three firms who have been qualified in terms of the tender document, separate work order has been issued to the said firm. He has handed over the document to show that in terms of Clause xviii the firms have submitted the certificate from the concerned authority's wherein it has been declared that the materials against the said tender will be warranted for five years against any manufacturing defects under normal operating conditions complying NIT clauses.
8. The learned counsel for the Municipal Corporation further submits that the firms have complied with all the documents as required under the tender document and accordingly the authorities have accepted the tender and issued the work order. He further submits that the petitioners have not submitted ROHS certificate, ISO certificate, valid PWD certificate due to which the tender document of the petitioners was rejected.
9. Heard the learned counsel for the respective parties.
10. Perused the materials on record, the petitioners have specifically relied upon the affidavit affirmed by the Philips Lighting and Magik Lighting before the notary public and submits that this affidavit is not in conformity with the Clause xviii of the tender document but at the time of argument learned counsel for the respondents has handed over the documents which shows that the Magik Lighting has forwarded the letter to the Chief Engineer, Bidhannagar Municipal Corporation certifying that they have authorized the M/s. R.D. Industrial, M/s.

S.M. Constrution and M/s. Manturam Infrastructure Private Limited on behalf of the said Magik Lighting to participate in the said tender on behalf of the Century LED Limited and in the said communication it was also given undertaking that the materials against the said tender will be warranted for five years against any manufacturing defects under normal operating conditions complying NIT clauses.

11. This Court finds that the document which the respondents had relied upon and on the basis of which the respondents have accepted the tender of the successful bidder is in conformity of Clause xviii of the tender document. The petitioners submit that though the documents are relied by the respondents but there is no email to certify that has been issued by the concerned authorities of the Magik Lighting. The Court being the guardian of fundamental rights is duty bound to interfere when there is arbitrariness, irrationally, *mala fide* and bias the Hon'ble Supreme Court has cautioned time and again that Courts should exercise a lot of restrain while exercising power of judicial review in contractual and commercial matters. The Court normally slow to interfere in contractual matters unless a clear case of arbitrariness or *mala fide* or bias or irrationally is made out.
12. This Court finds that there is no *mala fide* or arbitrariness on behalf of the authority for accepting the said document.

13. Accordingly, this Court finds that there is no merit in the writ application.
14. WPA 25053 of 2025 is dismissed.
15. However, there shall be no order as to costs.
16. Urgent Xerox certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

(Krishna Rao, J.)