

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1479 of 2026

Urmila Srivastava W/o- Anil Kumar, (Proprietor of Rudra Construction), At Present Resident of- Adersh Colony, Digha- Danapur- Khagol, Post and Police Station- Digha, District- Patna, State- Bihar, Indian, Pin 800011. Permanent R/o- Village- Harpur Nag, Post and Thana- Harpur Nag, District- East Champaran, State- Bihar, Pin- 845412.

... .. Petitioner/s

Versus

1. The State of Bihar through the Additional Chief Secretary, Education Department, Govt. of Bihar, Vikash Bhawan, New Secretariat, Patna-800001.
2. The Director of State Education Research and Training Board (SERT-Board), Mahendru, Patna-800006.
3. The Assistant Engineer, State Education Research and Training Board (SERT-Board), Mahendru, Patna- 800006.
4. The Principal of District Institute of Education and Training (DIET) Chhatauni, Motihari, East Champaran.
5. The Junior Engineer, District Institute of Education and Training (DIET) Chhatauni, Motihari, East Champaran.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Ranjit Jha, Advocate
For the Respondent/s : Mr. Standing Counsel (25)

CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH
and
HONOURABLE MR. JUSTICE SUNIL DUTTA MISHRA
ORAL ORDER
(Per: HONOURABLE MR. JUSTICE SUDHIR SINGH)

4 11-03-2026 Heard learned counsel for the parties.

2. The following reliefs have been sought in the
present writ application:-

“(i) For set aside and quashing the impugned order of disqualified the Tender No. 120154 vide Ref. No. NIT-1 (2025-26) and also set aside the Tender No. 120159 vide Ref. No. NIT-2 (2025-26) (Annexure-P-04).

(ii) For issuance of a Mandamus directing and commanding the respondent authorities to restore the Tender No. 120154 and 120159 of petitioner on account of her fulfill all criteria of the terms and conditions for allotment of work by way of this tenders, and also allotted the work tender to the petitioner on



her high percentage in the larger interest of justice.”

3. The brief facts of the case are that the petitioner, claiming to be the proprietor of Rudra Construction, a Class-IV contractor registered under the Road Construction Department, Government of Bihar, bearing Registration No. 252700382, and eligible to undertake government works up to Rs. 25,00,000/-, participated in the tender process initiated by the Education Department, Government of Bihar for renovation work in the Principal and Staff Quarter of the District Institute of Education and Training (DIET), Chhatauni, Motihari, East Champaran pursuant to Tender No. 120154 (Ref. No. NIT-1 (2025-26)) and Tender No. 120159 (Ref. No. NIT-2 (2025-26)) issued on 17.12.2025. The petitioner submitted her bids online on 26.12.2025 at 05:06 PM for Tender No. 120154 and at 05:23 PM for Tender No. 120159 and claims that in the comparative statement of bidders she had quoted the highest percentage, namely 22.10% and 17.70% respectively. However, the respondent authorities disqualified the petitioner's technical bids through an e-mail communication on the ground that the petitioner had failed to comply with certain mandatory terms and conditions of the Notice Inviting Tender (NIT) and had not submitted several requisite documents.

4. Learned counsel for the petitioner submits that the



petitioner had duly participated in the tender process and had submitted all the requisite documents in terms of the conditions of the NIT. It is submitted that despite complying with the eligibility criteria, the petitioner's technical bid has been declared non-responsive by the respondent authorities. It is further submitted that the principles adopted for rejecting the petitioner's bid have not been applied uniformly in the case of other bidders and they have been declared responsive.

5. Learned counsel for the State submits that the petitioner's bid was rejected after due scrutiny of the documents submitted by her and upon finding that the petitioner had failed to comply with several mandatory requirements of the NIT. It is submitted that the petitioner did not furnish the requisite documents as required under the tender conditions (clauses 2, 3, 6, 7, 9, 10, 13, 14) as well as Clause 17 of the NIT, and therefore her technical bid was rightly declared non- responsive. In this regard, learned counsel for the State has referred to paragraph no. 8 of the counter affidavit, wherein the reasons for rejection of the petitioner's bid have been specifically stated. Paragraph 8 of the counter affidavit reads as under:

"8. That in response to the averment made in paragraph no.-10 of the writ petition, it is stated and submitted that the petitioner has made wrong statement that the respondents have arbitrarily disqualified the petitioner's Tender in this regard, it is humbly



submitted that the petitioner has failed to submit the Tender form as per the terms and conditions of N.I.T. i.e.

I. An Attested copy of GST Registration certificate and 2024-25 monthly return of GSTR-3B having 1 Cr. Turnover.

II. An attested copy of certificate of Annual turn over 1 Cr. of last 2 financial year i.e. 2023-24 and 2024-25.

III. An attested copy of certificate of ISO9001-2015

IV. A copy of work order/copy of contract agreement/ completion certificate as per RFP attested.

V. An attested copy of Labour license certificate.

VI. Experience certificate of similar work with minimum of 30% of NIT work value.”

6. Having considered the submissions advanced on behalf of the parties and upon perusal of the materials available on record, this Court finds that the technical bid of the petitioner has been rejected on the ground that the petitioner failed to submit several mandatory documents required under the terms and conditions of the NIT. The relevant terms and conditions of the NIT are extracted as under:-

“1. Bidder Information On letter head.

2. Legal Entity Documents as per RFP attested.

3. Adhaar Udyam registration Certificate attested.

4. GST Registration Certificate and 2024-25 monthly return of GSTR-3 B having 1 Cr. Turnover attested.

5. Copy of Pan Card attested.

6. Certificate of Annual turnover 1 Cr. of last 2 financial year attested i.e. 2023-24 & 2024-25.

7. Last 2 year audited balance sheet and a certificate from statutory auditor for positive net worth with valid UDIN No attested.

8. Self-declaration by the bidder for not being blacklisted/Debarred as per RFP.

9. ISO 9001:2015 certificates attested.

10. Copy of work order/copy of contract agreement/competition certificate As per RFP attested.

11. Class-4 Registration certificate attested.

12. Character Certificate current attested.



13. Trade License Current attested.

14. Labour License Certificate attested.”

7. It is well settled that in matters relating to government contracts and tenders, the terms and conditions of the tender document are binding upon all the bidders and strict compliance with the eligibility criteria is required. The evaluation of technical bids falls within the domain of the tendering authority and judicial review in such matters is limited. Unless the decision of the authority is shown to be arbitrary, malafide or in violation of statutory provisions, the Court would be reluctant in interfering with such administrative decisions.

8. At this juncture, it is pertinent to take note of the decision rendered while deciding the case of ***Tata Cellular v. Union of India reported in (1994) 6 SCC 651***, wherein following observation was made:

“77. The duty of the court is to confine itself to the question of legality. Its concern should be:

- 1. Whether a decision-making authority exceeded its powers?*
- 2. Committed an error of law,*
- 3. committed a breach of the rules of natural justice,*
- 4. reached a decision which no reasonable tribunal would have reached or,*
- 5. abused its powers.*

Therefore, it is not for the court to determine whether a particular policy or particular decision taken in the fulfilment of that policy is fair. It is only



concerned with the manner in which those decisions have been taken. The extent of the duty to act fairly will vary from case to case. Shortly put, the grounds upon which an administrative action is subject to control by judicial review can be classified as under:

(i) Illegality: This means the decision-maker must understand correctly the law that regulates his decision-making power and must give effect to it.

(ii) Irrationality, namely, Wednesbury unreasonableness.

(iii) Procedural impropriety.”

9. Similarly, in ***Jagdish Mandal v. State of Orissa***, reported in **(2007) 14 SCC 517**, the Hon'ble Supreme Court observed that interference in tender matters is warranted only when the decision is shown to be arbitrary, mala fide or intended to favour someone, and that courts should not interfere merely because another view is possible. The relevant extract of the said order reads as follows:

“22. Judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, bias and mala fides. Its purpose is to check whether choice or decision is made “lawfully” and not to check whether choice or decision is “sound”. When the power of judicial review is invoked in matters relating to tenders or award of contracts, certain special features should be borne in mind. A contract is a commercial transaction. Evaluating tenders and awarding contracts are essentially commercial functions. Principles of equity and natural justice stay at a distance. If the decision relating to award of contract is bona fide and is in public interest, courts will not, in exercise of power of judicial review, interfere even if a procedural aberration or error in assessment or prejudice to a tenderer, is



made out. The power of judicial review will not be permitted to be invoked to protect private interest at the cost of public interest, or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in a civil court. Attempts by unsuccessful tenderers with imaginary grievances, wounded pride and business rivalry, to make mountains out of molehills of some technical/procedural violation or some prejudice to self, and persuade courts to interfere by exercising power of judicial review, should be resisted. Such interferences, either interim or final, may hold up public works for years, or delay relief and succour to thousands and millions and may increase the project cost manifold. Therefore, a court before interfering in tender or contractual matters in exercise of power of judicial review, should pose to itself the following questions:

(i) Whether the process adopted or decision made by the authority is mala fide or intended to favour someone;

OR

Whether the process adopted or decision made is so arbitrary and irrational that the court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached";

(ii) Whether public interest is affected.

If the answers are in the negative, there should be no interference under Article 226. Cases involving blacklisting or imposition of penal consequences on a tenderer/contractor or distribution of State largesse (allotment of sites/shops, grant of licences, dealerships and franchises) stand on a different footing as they may require a higher degree of fairness in action."

10. Again, in ***Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corporation Ltd.*** reported in (2016) 16 SCC 818, the Hon'ble Supreme Court has held that the interpretation of tender conditions is primarily within the domain of the



tendering authority and courts should normally defer to the decision of the authority unless it is perverse or arbitrary. The relevant extract of said order reads as:

“15. We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given.”

11. In the present case, the respondents have clearly stated that the petitioner had failed to submit several documents as required under the NIT and therefore her technical bid was declared non-responsive. The petitioner has not been able to demonstrate before this Court that the mandatory conditions of the NIT were duly complied with or that the decision of the respondents suffers from any arbitrariness or illegality.

12. Merely because the petitioner claims to have quoted a higher percentage would not entitle her to claim allotment of the work if her technical bid itself does not satisfy the eligibility criteria prescribed under the tender conditions.

13. In view of the aforesaid facts and settled legal



principles governing judicial review in tender matters, this Court does not find any illegality or arbitrariness in the decision of the respondent authorities in rejecting the petitioner's technical bid.

14. Accordingly, the present writ application stands dismissed as being devoid of any merit.

15. However, it is expected that the same principle which has been adopted for rejecting the technical bid of the petitioner shall also be followed uniformly in the case of the other bidders, so as to maintain transparency and fairness in the tender process.

16. Pending application(s), if any, shall also stand disposed of.

(Sudhir Singh, J)

(Sunil Dutta Mishra, J)

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