S/L 15
11.02.2026
Court. No. 25
Sourav

WPA 2876 of 2026

G.D. Engineering Co. (India) Pvt. Ltd. & Anr.
Vs.
State of West Bengal & Ors.

Mr. Priyankar Saha
Mr. Hemant Tiwari
Ms. Srijani Mukherjee

... for the petitioners.

Mr. Sambuddha Dutta
Mr. Ritesh Kr. Ganguly

... for the State.

1. The affidavit-of-service filed in Court today be taken on record.

2. The petitioner has filed the present writ application challenging the communication dated 30.01.2026 wherein the technical bid of the petitioner was rejected on the ground that the petitioner is not qualified due to submission of conditional bank credit facility certificate in place of prescribed format of e-NIT. In Clause 21 of the instruction to the bidders, it is mentioned that bank credit certificate of 10 per cent of the amount put to tender should be provided as per format (format attached as Annexure – D). Annexure-D reads as follows:

"<u>Annexure-D</u>

SAMPLE FORMAT FOR BANK CREDIT CERTIFICATE
(BANK LETTER HEAD WITH ADRESS)

<u>BANK CERTIFICATE</u>

This is to certify that ________________ is a reputed company with a good financial standing. If the contract for the work, namely, ___________________(Tender No. & Name of work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ________________ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager__________
Name of the senior Bank Manager__________
Address of the Bank ____________________

Stamp of the Bank"

3. The petitioner draws attention of this Court to the tender notice wherein the amount of construction cost put to the tender is Rs. 8,67,10,449/- and as per Clause 21 of the instruction to the bidder, the bank credit certificate of 10 per cent of the amount put to the tender should be provided. Certificate issued by the bank in favour of the petitioner dated 09.01.2025 wherein in one account the petitioner is having the balance amount of Rs. 89,91,152.66 and in another account of the petitioner is having the balance amount of Rs. 8,90,21,660.81.

4. The petitioner submits that as per the amount of the construction cost put to the tender is Rs. 8,67,10,449/- and the 10 per cent would be Rs. 86, 71,449/- but the petitioner is having much higher amount in the account of the petitioner than 10 per cent as required under the terms and conditions of the tender. The petitioner submits that as per Clause iv of Clause b of Clause 2, the bank of the respondent is ICICI Bank, R. N. Mukherjee Road, Kolkata. The petitioner has provided the certificate to the ICICI Bank now the only question in the present writ application is that the certificate which the petitioner has relied upon, in the said certificate the Bank has put the disclaimer clause "this information has given to the stickups confidence and on the specific request of the client." No responsibility for reliance

thereon is accepted by the ICICI Bank or its any officials for any cost put whatsoever.

5. Learned counsel for the petitioner submits that it is the normal format of the bank but as per the balance provided in the said certificate, the petitioner is having more than 10 per cent of the tender amount but the respondent authorities only because of the disclaimer clause has rejected the tender of the petitioner. He further submits that the certificate relied by the petitioner is also issued by the ICICI Bank and as per the terms and conditions of the tender document, the petitioner has required to submit the certificate from the ICICI Bank and only for that reason of disclaimer, the respondents cannot reject the claim of the petitioner.

6. Per contra, learned counsel appearing for the respondents submits that Annexure D is the format for providing bank certificate which the bidder has to submit. The petitioner has not challenged the said clause being Clause 21 of the Bidders' Instruction nor the format provided by the authority. He further submits that the format does not reflect any disclaimer clause but the certificate which the petitioner has provided having disclaimer clause wherein the bank is not taking any responsibility if the said certificate is accepted by the authority.

7. Considered the submission made by the learned counsel for the respective parties.

8. This Court finds that as per Clause 21 of the instruction to the bidder, the bidder is to file bank credit certificate

of 10 per cent of the amount put to the tender as per Annexure D of the tender document. The petitioner has provided the bank certificate other than the format prescribed by the bank. The certificate submitted by the petitioner having disclaimer clause. In the disclaimer clause the bank has categorically stated that the said information was given to the petitioner as per the request of the petitioner and the bank is not taking any responsibility for reliance thereon if the same is accepted by the ICICI Bank or any of its officials. If the bank is not taking the responsibility of the certificate issued to the petitioner, the respondent authorities have rightly rejected the technical bid of the petitioner as the petitioner has not submitted the bank certificate as per the format as per the terms and conditions of the tender.

9. Considering the above, this Court finds no merit in the instant writ application.

10. **WPA 2876 of 2026** is dismissed.

11. Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance with all the necessary formalities.

(Krishna Rao, J.)