

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.2157 OF 2026

Digitally
signed by
BASAVRAJ
GURAPPA
PATIL
Date:
2026.03.10
11:19:19
+0530

Padgilwar Agro Industries

.. Petitioner

Vs.

State of Maharashtra & Anr.

.. Respondents

...

Mr. Vipin Kamdi i/b. V.K. Lex & Associates,
Advocates for the Petitioner

Mrs. Neha S. Bhide, Government Pleader with
Ms. Shruti D. Vyas, Additional Government Pleader
and Mr. P. J. Gavhane, AGP for Respondent No.1-
State

**CORAM : SHREE CHANDRASHEKHAR, CJ &
GAUTAM ANKHAD, J.**

DATE : 24th FEBRUARY 2026

P.C. :

This writ petition has been filed by the Padgilwar Agro Industries, which is a partnership firm seeking interference with the tender conditions mentioned in Tender Reference No. MAIDC/ AE/ EMSC/2025-26/04 dated 13th January 2026 followed by the corrigendum dated 28th January 2026.

2. The aforementioned tender notice was issued by the Maharashtra Agro-Industries Development Corporation (in short, MAIDC) inviting bids for manufacture of electric machine for Seed Coating under the Krishi Udyog Bank.

3. On 13th January 2026, the respondent-MAIDC published four tenders viz. (i) ID No. 2026_DOA_1268911_1. (ii) ID No. 2026_DOA

1268940_1, (iii) ID No. 2026_DOA_1268948_1, and (iv) ID No. 2026_DOA_1268962_1. Out of four such tenders, the petitioner-Firm states that it has submitted its bid for the tender ID No.2026_DOA_1268940_1 relating for manufacture of electric machine for Seed Coating. The tender conditions required the bidders to (i) enter into a long-term lease and license arrangement at Wardha (ii) undertake contract manufacturing for a period of seven years (iii) accept the mandatory lock-in period of five years (iv) establish manufacturing infrastructure at MAIDC premises (v) submit product samples as part of technical bid, and (vi) furnish security deposit and comply with the recurring rental obligations.

4. On 24th January 2026, a detailed representation was addressed concerning all four tenders, raising the following issues:

- (i) Observations recorded during the site visit at Fertilizer Factory, Wardha, Plot No. F1 & 2, MAIDC, Near FCI, Wardha, regarding the unused godown at Wardha Factory Shed of approximately 4000 sq. ft. earmarked for each product;
- (ii) Absence of specific demarcation of the said 4000 sq. ft. area for each product manufacturing;
- (iii) The premises being in poor condition, including damaged and broken flooring, four-side open structure, inoperable condition, absence of shutters, and broken roofing at various places with holes likely to result in leakages and hazards during the rainy season,
- (iv) Capital investment implications for the manufacturer,
- (v) Premises-related expenses and recurring rental liability;
- (vi) Additional statutory and labour law compliance requirements at the MAIDC site;
- (vii) Absence of assured quantity commitment in the tender,

(viii) The long lock-in period and its impact on business efficacy; and

(ix) Compulsory attendance at the pre-bid meeting with disqualification for non-attendance.

5. On 27th January 2026, a representation was made to the Principal Secretary, Agriculture Department, Government of Maharashtra, raising issues relating to alleged discriminatory clauses in the tender and violations of State Procurement Rules in all four tenders.

6. On 28th January 2026, MAIDC, through its Deputy General Manager (A.E.), vide Ref. No. MAIDC/AE/EMSC/2025-26/04, issued a Corrigendum extending the bid submission deadline from 28th January 2026 at 17:30 hours to 10th February 2026 at 17:30 hours, and rescheduling the technical bid opening from 30th January 2026 at 11:00 hours to 12th February 2026 at 11:00 hours.

7. Subsequently, on 30th January 2026, by another Corrigendum, certain modifications were introduced including: (i) addition of specifications to those originally published on 13th January 2026; (ii) modification of terms and conditions relating to submission of samples; (iii) alteration of certain tender terms and conditions; and (iv) changes in the experience criteria, particularly concerning BBF.

8. The corrigendums were issued by the MAIDC on 28th January 2026 and 30th January 2026, which are extracted below:

“Ref No.: MAIDC/AE/BBF/2025-26/03.

Date : 30.01.2026.

Corrigendum

Tender Reference Number: MAIDC/AE/BBF/2025-26/04.

Tender ID: -2026_DOA_1268940_1 Date: - 13.01. 2026.

*Regarding E-Tender for existing unused factory premises (on an as is where is basis) at Fertilizer Factory Wardha are being offered on a long-term lease and license basis, and participated interested manufacturers are invited to submit their commercial proposals for the contract manufacturing of **Electric***

Machine for Seed Coating under Krishi Udyog Brand. The corrigendum is being given as per Pre-bid Meeting request from interested bidders.

Tender is available on mahatender.gov.in. Bidders are requested to submit the tender as per corrigendum.

Sr. No.	Tender Point	Corrigendum Point
1	Annexure A, Sr. No. 14: Submitted sample received copy of One sample of Product submitted at Wardha Factory on non-returnable basis.	Annexure A, Sr. No. 14, following added lines read with earlier sentence. Samples will not be returned on the following cases: 1) The bidders qualified technically but sample failed and 2) The sample of L1 Bidder. Samples may be returned on bidders risk & cost the following conditions within 2 months from date of AOC: 1) The bidders technically disqualified and 2) Other than L1 bidder.
2	Gen. term & Con. 6 (d): The interested bidder should not have any previous disputes with the MAIDC in any manner and if so, these disputes should be settled on/or before closure of this tender.	Gen. term & Con. 6 (d), read as under: The interested bidder should not have been Blacklisted for the disputes With the M.A.I.D.C.
3	Gen. term & Con.11(b): Identified Place for the Manufacturing of Tendered Agri equipment for the Maintenance expenditure	Gen. term & Con. 11(b), following added lines read with earlier clause. 4000 Sq. ft. area Demarcation has been Done for the Tendered Agri-Equipment in NIG ware house for any additional space or extra size ware house area from NSG ware house (as is where basis) will be allocated.
4	Gen. term & Con.3: There shall be a pre-bid meeting on schedule date at "Krushi Udyog' Bhavan, Aarey Milk Colony, Goregaon (E) Mumbai 400065, at the head office of the MAIDC. The attendance should be compulsory of interested bidders for the pre-bid meeting.	Gen. term & Con.3, following added lines read with earlier clause. The interested Bidders will not be disqualified for the reason that he was not attend Pre-Bid Meeting.

5	Annexure "A" Specifications.	In Annexure "A" Specifications. Following details added. a) For detailed design specifications, kindly refer to the attached documents for: Electrical Machine for Seed Coating. b) All the required specifications have been provided. However, if any bidder does not clearly understand or identify any technical specification of any assembly or part, or feels that any specification is missing, the bidder may quote the rates based on their own assumptions, clearly mentioning the same in the Remarks. The acceptance or rejection of such assumptions and quoted rates shall be solely at the discretion of the Corporation, without assigning any reason thereof. e) Changes up to the permissible limits shall be accepted. Any changes beyond the permissible limits will need approval from the Tender Committee.
---	-------------------------------------	---

-SD-
(Suresh Sonavane)
Dy. General Manager (AE)"

9. The learned counsel for the petitioner-Firm states that the petitioner-Firm submitted its objections to the vague tender specifications and commercial impracticability and lodged objections on 24th January 2026 and 27th January 2026. The learned counsel for the petitioner-Firm submits that the tender conditions provide an illegal stipulations for certain benefits to the successful bidder. The requirement for producing the samples as a part of technical part is not provided in the tender document and there is no mechanism indicated as to the report of the product samples. The learned counsel for the petitioner-Firm submits that such requirement for submitting product samples shall be in violation of the trademarks and copyrights as also the privacy doctrine under Article 21 of the Constitution of India.

10. It is contended that the impugned tender violates Rules 166, 170, 173 and 176 of the General Financial Rules, 2017 (GFR 2017) and corresponding State Procurement principles, on the ground that the technical specifications of the BBF product are vague, incomplete and not capable of objective compliance, thereby affecting transparency and uniformity in evaluation. It is further stated that the Corrigendum dated 28th January 2026 introduced additional and clarificatory technical specifications subsequent to the representations dated 23rd January 2026, 24 January 2026, 27th January 2026 and 02nd February 2026 addressed to MAIDC and to the Principal Secretary, Agriculture Department, Government of Maharashtra. The sequence and timing of these corrigendas have been relied upon to contend that the original tender dated 13th January 2026 contained incomplete and inadequate technical specifications.

11. In sum and substance, the petitioner-Firm seeks a challenge to the tender conditions. We, however, do not find any illegality or irrationality in formulating such tender conditions. It is not the jurisdiction of the writ Court to reflect on the tender conditions even if it *prima-facie* appears to the Court that the tender conditions are not happily worded or could have been formulated in a better manner. This is the discretion of the tendering authority to formulate tender conditions having regard to the nature of work, experience and other relevant factors. The submission that certain illegal benefits are sought to be extended to the successful bidders cannot be countenanced in law. For successful execution of the subject work it is common knowledge that certain provisions are made and benefits are given to the bidders. If the submission made

on behalf of the petitioner-Firm is accepted that would work out against its own interest. As to the submitting product samples, as a part of the technical bid, no exception can be taken by the bidders who profess to execute the work as per the tender conditions.

12. We do not find any reason to entertain this Writ Petition, which is, accordingly, dismissed.

[GAUTAM ANKHAD, J.]

[CHIEF JUSTICE]