



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**NAGPUR BENCH, NAGPUR**

**WRIT PETITION NO.3925 OF 2025**

[Jafar Khan S/o Ziya Khan Pathan **Vs.** Administrator cum Chief Executive Officer, Nagar Parishad, Chikhaldara and others)

---

Office Notes, Office Memoranda of Coram,  
appearances, Court's orders of directions  
and Registrar's orders.

Court's or Judge's order

---

Shri S.S. Sohoni, Counsel for Petitioner.

Shri Pravin P. Deshmukh, Counsel for Respondent Nos.1 and 3.

**CORAM : ANIL S. KILOR AND RAJ D. WAKODE, JJ.**

**DATE : 1<sup>st</sup> APRIL, 2026.**

1. In the present petition, a challenge is raised to the rejection of the technical bid of the petitioner on the ground that the petitioner has failed to submit the turnover certificate.

2. The facts of the present case are as under :

The respondent No.1 issued e-tender notice dated 22<sup>nd</sup> April, 2025 under the District Annual Scheme (Nagarothan) for the year 2024-2025, for in all nine works listed in the said tender notice. The duration of the work was three to six months.

3. The petitioner participated in the tender and was declared as disqualified on 23<sup>rd</sup> July, 2025, by putting the tender status on online portal.

4. From the summary report in the column of 'turnover certificate', there is a remark of "not submitted by the petitioner", which gave a reason

to the respondents to declare the petitioner as disqualified. Such disqualification is under challenge in this petition.

5. Shri Sohoni, learned counsel for the petitioner, argues that, as per the terms and conditions of the tender, the respondents ought to have granted time to rectify the mistake and allow the petitioner to submit the turnover document. Since such opportunity was not granted to the petitioner, it is evident that the respondents acted arbitrarily and unreasonably.

6. Shri Sohoni further submits that, by way of rejoinder, it is brought on record that, the details of financial bids have not yet been uploaded. Therefore, the respondent-authorities have committed irregularities and for this reason, they are liable to be punished by taking necessary action.

7. Shri Deshmukh, learned counsel for the respondent Nos.1 and 3-tendering authorities, opposed the petition and submits that the opportunity as the petitioner is referring to, to correct the mistake is not the provision for allowing the bidder to file the documents. The petitioner failed to submit required bid document, despite it being a mandatory condition to submit the tender document.

8. He submits that Clause No.4.5.2 of the Government Resolution dated 27<sup>th</sup> September, 2018 (Annexure-9), relates to seeking clarification in case of any doubt, from the bidder by the authorities. He submits that

the said Clause nowhere states that if any document is not filed, which is mandatory to file along with the tender document, the opportunity should be granted to file such document and remove the defects in the tender form. He thus submits that the petitioner has misinterpreted the said Clause.

9. Shri Deshmukh submits that some of the works, out of total nine works allotted to the successful bidder, will be completed in next fifteen to twenty days and, therefore, at this stage, this Court may not interfere in the works allotted to the successful bidder.

10. In light of rival submissions, we have perused the record. It is an admitted position that the petitioner did not submit the turnover certificate, though it was the requirement as per the tender document. It is the case of the petitioner that the document, i.e., the turnover certificate, was with the petitioner, which is dated 17<sup>th</sup> January, 2025, but inadvertently it was not submitted.

11. Admittedly further, the petitioner approached this Court after nine days of the declaration of his disqualification. There is not a single correspondence made by the petitioner in these nine days with the respondents informing that, the petitioner possesses such certificate. Therefore, at the first instance, it creates a doubt about the date of certificate as 17<sup>th</sup> January, 2025. However, basing this judgment on this ground to hold against the petitioner, we will consider it on merit.

12. After plain reading of Clause 4.5.2, we are of the opinion that the petitioner has misinterpreted it, which is reproduced in vernacular as under :

"४.५.२ निविदा पडताळणी समितीने निविदा उघडल्यानंतर त्यांनी निविदेची छाननी करून यासाठी निविदेच्या पात्रते/अपात्रतेविषयी काही शंका निर्माण झाल्यास, विशेषतः खालील बाबींवर त्यांनी कंत्राटदारांकडून स्पष्टीकरण मागविणे अनिवार्य राहिल.

(१) नोंदणी विषयक कागदपत्रे

(२) पॉवर ऑफ अटर्नीबाबतची स्पष्टीकरणे

(३) बँक प्रतीभूती हमी मधील त्रुटी

(४) कंत्राटदाराने सादर केलेल्या तांत्रिक व आर्थिक विवरणात संदिग्धता व त्रुटी आढळत असल्यास त्याबाबत स्पष्टीकरणे

(५) पुलाची लांबी व विनिर्देश, समान कामे, इमारतींची उंची व कामाचे गुणवत्ता निकष, रस्ते बांधकामातील कामाचे/बाबीचे परिमाण व शुल्क

(६) जॉइंट व्हेंचर (Joint Venture) असल्यास त्यासंबंधी करारनाम्यात त्रुटी असणे, प्रमाणित नसणे, करारनामा नोंदविलेला नसणे, भागीदाराचे शेअर नमूद नसणे

(७) आर्थिक ताळेबंद व विवरणातील त्रुटीबाबतचे स्पष्टीकरण

(८) तांत्रिक लिफाफ्यातील सादर केलेले प्रस्ताव/कागदपत्रातील अटी /शर्ती व पत्र व्यवहारातील संदिग्धता, अस्पष्टता इत्यादि.

याबाबत निविदा उघडणा-या सक्षम अधिका-यानी (कार्यकारी अभियंता/अधीक्षक अभियंता) संबंधीत कंत्राटदारास पात्र/अपात्र ठरविण्यापूर्वी त्यांचेबरोबर लिखित स्वरूपात पत्रव्यवहार करावा व कंत्राटदाराकडून लिखित स्वरूपात स्पष्टीकरण घेऊन ते पडताळावे. किरकोळ व महत्व नसलेल्या अटीमुळे निविदाकरास अपात्र करण्यात येऊ नये. अशा ठिकाणी कंत्राटदाराकडून लेखी स्पष्टीकरण घ्यावे व अटीनुसार दुरुस्त कागदपत्रे प्राप्त करून समितीसमोर ठेवून त्याची छाननी करून कंत्राटदाराच्या निविदा पात्रता/अपात्रतेविषयी निर्णय घ्यावा. याबाबतचे सर्व अभिलेख धारिकेत व संकेत स्थळावर ठेवावे व निविदा स्विकृतीसाठी सादर करण्याच्या प्रस्तावात या सर्व पडताळणी पध्दतीचा स्पष्ट उल्लेख करावा.

ब-याचदा एक निविदा उघडण्यावेळी पात्र असलेल्या कंत्राटदार दुस-या निविदावेळी सुध्दा अपात्र ठरविण्यात येते. यात कदाचित कंत्राटदाराचे सगनमत (CARTEL FORMATION) होण्याची शक्यता नाकारता येत नाही. यास्तव ज्यांनी देशात / राज्यात अथवा सा.बां. विभागात सक्षमपणे कामाच्या स्वरूपानुसार जसे की, इमारतीच्या कामासाठी इमारतीचे समतुल्य काम, पुलाच्या कामासाठी पुलाचे समतुल्य

*काम इत्यादी केले आहे अशा कंत्राटदारास निविदा किरकोळ कारणास्तव (जसे की, PTC, Machinery, आयकर कागदपत्रे, Similar work condition इ.) अपात्र करू नयेत. अश्या कंत्राटदारांनी त्यांची पुर्वीची कागदपत्रे उपलब्ध केल्यास ती पडताळून पात्र ठरविण्याबाबत कळवावे व आर्थिक लिफाफा क्र. २ उघडावा.”*

13. The reading of the above-referred Clause does not suggest that the bidder should be permitted to remove the defects by filing the documents, which are mandatory to be the part of technical bid and failed to file along with the tender form.

14. The reading of this Clause suggests that, if the respondent-authorities are having any doubt about the qualification or disqualification of any bidder, and if any clarification in respect of points (1) to (8) as enumerated in it is needed, an opportunity should be granted to the bidder to make the things clear in writing.

15. However, this does not mean that allows it the bidder to file the documents or information not furnished along with the tender form, despite as mandatory and necessary condition to file it along with the bid document. If that is permitted, there is every possibility that the documents, which were not available or in possession of the bidder on the date of the submission of the tender, would be obtained subsequently and to submit the same subsequent to the last date of submission of tender document for being qualified.

16. The documents, which are to be filed along with the tender form as a mandatory condition, non-compliance of it shall result in consequences like disqualification.

17. In the circumstances, we do not find any reason to hold that the authorities have acted arbitrarily or illegally in declaring the petitioner as disqualified.

18. As far as the grievance of the petitioner, the financial bids were not uploaded on the website, is concerned, the respondent No.1 shall look into the said grievance and take necessary action in the matter, if there is any substance in the allegation of the petitioner.

19. In view of above, as there is no merit in the petition, the same is accordingly dismissed. There shall be no order as to costs.

**(RAJ D. WAKODE, J.)**

**(ANIL S. KILOR, J.)**