

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12322 of 2025

Madhav Construction, a proprietary concern, having its Office at Village-Andama, P.O. Kushauthar Andama, District Darbhanga through its Proprietor namely Madhav Prasad Singh, aged about 47 years (male), son of Bipin Bihari Singh, resident of Village Andama, P.O. Kushauthar Andama, District - Darbhanga (Bihar).

... .. Petitioner/s

Versus

1. The Bihar State Educational Infrastructure Development Corporation Ltd., Shiksha Bhawan, Bihar, Rastrabhasa Prishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna – 800004 through its Managing Director.
2. The Managing Director, Bihar State Educational Infrastructure Development Corporation Ltd., Shiksha Bhawan, Bihar, Rastrabhasa Prishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna 800004.
3. The Technical Committee, Bihar State Educational Infrastructure Development Corporation Ltd., Shiksha Bhawan, Bihar, Rastrabhasa Prishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna 800004 through its Chairman -cum- Chief Engineer.
4. The Chief Engineer, Bihar State Educational Infrastructure Development Corporation Ltd., Shiksha Bhawan, Bihar, Rastrabhasa Prishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna-800004.
5. The Superintending Engineer -cum-Chief Consultant (Technical), Bihar State Educational Infrastructure Development Corporation Ltd., Shiksha Bhawan, Bihar, Rastrabhasa Prishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna - 800004.
6. The Deputy Manager Technical (Civil), Bihar State Educational Infrastructure Development Corporation Ltd., Shiksha Bhawan, Bihar, Rastrabhasa Prishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna 800004.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Akshansh Ankit, Advocate
For the Respondent/s : Mr.Girijish Kumar, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE DR. ANSHUMAN

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 14-08-2025

The present petition has been filed by the petitioner



under Article 226 of the Constitution of India in which the petitioner has prayed that the decision taken by the respondent Technical Committee of the respondent Bihar State Educational Infrastructure Development Corporation Ltd. (hereinafter referred to as “the Corporation”) in its meeting dated 07.07.2025 to the extent that the technical bid of the petitioner with regard to Notice Inviting Tender (hereinafter referred to as “NIT”) No. 03 Year 2025-26 dated 14.05.2025 [Serial No. 21], by which the technical bid of the petitioner has been rejected, be set aside.

2. The factual matrix of the present case is as under:-

2.1. It is the case of the petitioner that the respondent-Corporation issued NIT bearing NIT No. 03 Year 2025-26 dated 14.05.2025. One of the works advertised in the said NIT at Serial No. 21 related to ‘Construction of Girls Hostel Building at Lalit Narayan Mithila University, Darbhanga’. Petitioner participated pursuant to the aforesaid NIT and submitted its bid for furniture work. It is the case of the petitioner that it is a registered Class-I Contractor and is fully eligible for participation in the said NIT.

2.2. It is the case of the petitioner that the respondent-Corporation rejected the bid of the petitioner on the ground that



Executed Furniture quantity not found as per the NIT hence, disqualified SBD Clause ITB 4.5A(A). Petitioner has, therefore, filed the present petition challenging the aforesaid decision taken by the respondent-Corporation rejecting the bid of the petitioner.

2.3. At this stage, it is pertinent to note that during the pendency of the present petition, the respondent-Corporation opened the financial bid of one M/s Mothers India Construction Pvt. Ltd. and, therefore, the petitioner has filed I.A. No. 1 of 2025 with a prayer that the aforesaid party be impleaded as party Respondent No. 7 in the memo of petition.

2.4. It is also relevant to observe that the petitioner has also filed I.A. No. 2 of 2025 for amendment of the prayer clause.

3. Heard Mr. Akshansh Ankit, learned counsel appearing on behalf of the petitioner and Mr. Girijish Kumar, learned counsel for the respondent-Corporation.

4. Learned counsel for the petitioner mainly contend that the petitioner participated pursuant to the aforesaid NIT. However, the respondent-Corporation has wrongly rejected the technical bid of the petitioner on the ground that the Executed Furniture quantity is not found as per the NIT, hence the



petitioner is disqualified. Learned counsel at this stage has referred to eligibility criteria, i.e., Clause 4.5A(c) of the Standard Bidding Document Procurement of Civil Works, copy of which is placed on record at Page 39 of compilation. Learned counsel referred to the same and pointed out that as per the aforesaid Clause (c), to qualify for award of the contract, each bidder in its name should have in the last five years referred to in Appendix, executed in any one year, the minimum quantity of furniture of Rs. 22.90 Lacs. At this stage, learned counsel has also referred to Clause 4.5A (d), (e) and contended that relaxation has been provided in the aforesaid two clauses by stating that the contractor or his identified Sub-contractor should possess required valid licence and should have executed similar type of work. After referring to the aforesaid provisions contained in the Standard Bidding Document, learned counsel submits that the petitioner had executed furniture work worth Rs. 14.54 lacs. However, so far as the Sub-contractor is concerned, petitioner has executed an agreement with the Sub-contractor for work worth approximately Rs. 30 lacs and, therefore, the respondent-Corporation was required to consider the agreement which has been executed by the petitioner with his Sub-contractor and should have considered the total amount



of work carried out by the petitioner during one year. However, the respondent-Corporation has failed to consider the same and thereby wrongly rejected the technical bid of the petitioner. Learned counsel, therefore, urged that the impugned decision taken by the respondent-Corporation be set aside and thereby petitioner be permitted to participate in the NIT in question. It is also contended that now the financial bid of M/s Mothers India Construction Pvt. Ltd. has been opened and, therefore, the respondent-Corporation be restrained from executing an agreement in favour of the said party.

5. On the other hand, learned counsel appearing on behalf of the respondent-Corporation has vehemently opposed the present petition. Learned counsel would mainly submit that the respondent-Corporation has not committed any error while rejecting the technical bid of the petitioner. Learned counsel submits that reliance placed by learned counsel for the petitioner upon Clause 4.5A(d), (e) and Clause 4.6 is misconceived. It is submitted that the aforesaid Clause 4.5A (d) and (e) are with regard to the electrification work and sanitary engineering works and not with regard to furniture work. Learned counsel submits that admittedly, the petitioner has carried out furniture work worth Rs. 14.54 lacs in a year, i.e., below Rs. 22.90 lacs



prescribed under Standard Bidding Document. Learned counsel, therefore, urged that no error is committed by the respondent-Corporation while rejecting the technical bid of the petitioner. He, therefore, urged that this petition may not be entertained.

6. Having heard learned counsel appearing for the parties and having gone through the materials placed on record, it would emerge that the respondent-Corporation issued the NIT on 14.05.2025 for executing different works. In the present case, the dispute is with regard to work at Serial No. 21 of the said NIT, i.e., 'Construction of Girls Hostel Building at Lalit Narayan Mithila University, Darbhanga. It further transpires from the record that the petitioner participated in the said NIT and submitted its technical bid. It is the case of the petitioner that petitioner is eligible to participate in the tender process in question. It is also the submission of learned counsel for the petitioner that the respondent-Corporation has wrongly rejected the technical bid of the petitioner. The decision taken by the respondent-Corporation while rejecting the technical bid of the petitioner is placed on record at Page No. 38 of the compilation. If the said decision is carefully examined, it is revealed that the technical bid of the petitioner has been rejected mainly on the ground that the furniture work executed by the petitioner during



one year is not found as per SBD, and that too, Clause ITB 4.5A(A).

7. Clause 4.5A(c), (d), (e) and Clause 4.6 read as under:-

“4.5A. To qualify for award of the contract, each bidder in its name should have in the last five years referred to in Appendix:-

(c) Executed in any one year, the minimum quantities of the following items of work as indicated in Appendix.

R.C.C./P.C.C. 1084.00cum

BRICK WORK- 345.00cum

FLOORING (vitrified/kota) 2030.00sqm

PHE/WSSI WORK Rs. 5.514 Lac

ELECTRIFICATION WORK Rs. 15.09 Lac

Furniture Rs. 22.90 Lac

(d) The contractor or his identified Sub-contractor should possess required valid electrical license for executing the building electrification works and should have executed similar electrical works for a minimum amount as indicated in Appendix in any one year.

(e) The contractor or his identified Sub-contractor should possess required valid license for executing the water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in



Appendix in any one year.

4.6. Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5(A) above."

8. Thus, from the aforesaid it transpires that for qualifying for award of the contract, the bidder should have in the last five years executed in any one year, a particular quantity of work. So far as furniture work is concerned, the minimum quantity provided is Rs. 22.90 lacs. Admittedly, the petitioner has carried out the work worth Rs. 14.54 lacs.

9. Petitioner has placed reliance upon aforesaid Clause 4.5A(d) and (e) of the Standard Bidding Document. Now, it is the contention of learned counsel for the petitioner, relying upon Clause 4.5A(d) and (e), that in case of the petitioner also the respondent-Corporation ought to have considered the agreement executed by the petitioner with his Sub-contractor. The said agreement is for furniture work of approximately 30 lacs and, therefore, the respondent-Corporation also committed an error by rejecting the technical bid of the petitioner.

10. We are of the view that aforesaid contention of



learned counsel for the petitioner is misconceived. We are of the view that Clause 4.5A(d) provides certain relaxation with regard to the building electrification work, whereas Clause 4.5.A(e) provides certain relaxation with regard to the sanitary engineering works. Admittedly, we are not concerned in the present matter with regard to either electrification work or sanitary engineering works. In the present matter, admittedly the petitioner submitted technical bid qua furniture work only. There is no specific clause providing for consideration of agreement entered into with the Sub-contractor qua furniture work.

11. In view of the aforesaid facts and circumstances of the present case, we are of the view that respondent-Corporation has not committed any error while rejecting the technical bid of the petitioner.

12. Now, it is well settled that the scope of judicial review while considering the contractual/tender matters under Article 226 of the Constitution of India is very limited. This Court cannot sit in appeal over a decision taken by the concerned respondent authority. In the present case, we see no reason to interfere with the decision taken by the respondent-Corporation while rejecting the technical bid of the petitioner.



13. Accordingly, the writ petition is dismissed.

14. Interlocutory Application(s), if any, shall also stand disposed of.

(Vipul M. Pancholi, CJ)

(Dr. Anshuman, J)

P.K.P./-

AFR/NAFR	
CAV DATE	
Uploading Date	19.08.2025
Transmission Date	

