



IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1840 of 2025

Ram Pukar Singh S/o Late Kameshwar Prasad Singh, Resident of Near DPS School Dubhal, Dubahal, P.S.- Mufassil, P.O.- Gaya, Distt.- Gaya, Bihar.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Planning and Development Department, Bihar, Patna.
2. The Principal Secretary, Planning and Development Department, Govt. of Bihar, Patna.
3. The Chief Engineer, (Headquarter), Local Area Engineering Organization, (LAEO), Patna.
4. The Superintending Engineer, Local Area Engineering Organization, (LAEO), Work Circle, Gaya.
5. The Executive Engineer, Office of the Chief Engineer (LAEO), Patna.
6. The Executive Engineer, (LAEO), Works Division- 01, Gaya.
7. The Assistant Engineer, (LAEO), Office of the Chief Engineer, Patna.
8. Dynamic Services and Company, Gautam Buddha Colony, Road No. 02, Delha, Gaya (Bihar) - 823002.
9. Kameshwar Singh S/o Suresh Singh, Nayachak, Golkimor, Anand Vihar, Road no. 01, P.O. Kachuara, Patna (Bihar)- 800016.
10. Azad Constructions, C/o Azad Anwar (Proprietor), S/o Md. Suleman, Vill - Sundar Kumhari, P.O. Kurmawan, P.S. Barachatti, Distt. - Gaya (Bihar) - 824201.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Prashant Kashyap, Advocate
Mr. Kaustubh Prakash, Advocate
For the Respondent/s : Mr. Amish Kumar, AC to AG
Ms. Anukriti Jaipurayar, Advocate

CORAM: HONOURABLE MR. JUSTICE SUDHIR SINGH
and
HONOURABLE MR. JUSTICE SHAILENDRA SINGH
ORAL JUDGMENT
(Per: HONOURABLE MR. JUSTICE SUDHIR SINGH)

Date : 05-05-2026

Heard learned counsel for the parties.

2. The following reliefs have been sought in the





present writ application:

- “(i) For issuance of appropriate writ(s) thereby quashing and setting aside the decision dated 30.12.2024 as contained in Memo no. 8012, 8013 & 8014, all dated 31.12.2024 and decision as contained in Memo no.-153 & 154 dated 08.01.2025 and Memo no.-166 dated 09.01.2025 by the Respondent no. 3 to 7, the members of the Tender Committee of the Office of the Chief Engineer, LAEO, Patna by which the said committee has rejected and disqualified the Technical Bid submitted by the petitioner for participating in N.I.T. no. 04SBD/2024-25 dated 25.11.2024 for awarding of contract for construction of Panchayat Sarkar Buildings in (i) Ghatara Panchayat in Block-Guraru, Distt. Gaya Tender ID-81501 (Group-02), (ii) Simuara Panchayat in Block-Tikari, Distt.-Gaya Tender ID-81502 (Group-03) and (iii) Shivnagar Panchayat, Block-Tikari, Distt.-Gaya, Tender ID-81503 (Group-04) on erroneous ground due to typing error of the age in the affidavit given by the key personnel Sri Chandra Bhan Singh.*
- (ii) For also quashing and setting aside the disqualification, e-communication dated 17.01.2025 with regard to Tender ID-81502 (Group no.-03) by which petitioner has been disqualified of his Technical Bid for award of contract against NIT dated 25.11.2024.*
- (iii) For consequently issuance of appropriate writ(s) thereby directing the respondents to consider the petitioner's Technical Bid after accepting the corrected D.O.B. as 10.01.1968*





(57 years) in the affidavit of key personnel Sri Chandra Bhan Singh as per his school certificate and accept the same for awarding the contract in favour of the petitioner against the aforementioned N.I.T. Tender IDs-81501, 81502 and 81503 (Group 02, 03 and 04) respectively.

- (iv) For further issuance of appropriate writ(s) thereby staying the bidding process including awarding of contract in the aforementioned N.I.T. (Group- 02, 03 and 04) dated 25.11.2024 till the final outcome of the present writ petition.*
- (v) For grant of any other relief(s) to which the petitioner may be entitled to in the facts and circumstances of the present case.*

3. The brief facts of the case are that the petitioner participated in the tender process, pursuant to Notice Inviting Tender (N.I.T.) No. 04SBD/2024-25 dated 25.11.2024 issued by Respondent No. 2 for construction of Panchayat Sarkar Buildings at (i) Ghatara Panchayat, Block-Guraru, District Gaya (Tender ID-81501), (ii) Simuara Panchayat, Block-Tikari, District Gaya (Tender ID-81502), and (iii) Shivnagar Panchayat, Block-Tikari, District Gaya (Tender ID-81503).

4. Upon submission of bids, the petitioner was declared technically qualified for all the aforesaid tenders by the Tender Committee *vide* decision dated 20.12.2024.

5. Subsequently, upon complaints received from other bidders, the Tender Committee revisited the petitioner's





technical bids and, upon reconsideration, rejected the same for all three tenders *vide* Memo Nos. 8012, 8013 and 8014 dated 31.12.2024.

6. Learned counsel for the petitioner confines his prayer to Tender ID No. 81501 (Group-02). It is submitted that in respect of Tender ID Nos. 81502 (Group-03) and 81503 (Group-04), the tender process was cancelled/re-tendered and the petitioner had participated in fresh tenders floated for both the Tender IDs. It is further submitted that in respect of Tender ID No. 81501 (Group-02), the petitioner's technical bid has been rejected, for the following reason as observed in the impugned order:

“4.Ram Pukar Singh ये BSEIDCL के वर्ग-2 में निबंधित संवेदक है, जिनका निबंधन संख्या- MD/BSEIDCL-750/2020 है। इनके द्वारा समर्पित Key Personnel, Shri Chandrabhan Singh की आयु 41 वर्ष अंकित है जबकि इनका कार्य अनुभव 28 वर्ष का दिखाया गया है, जो कि संभव नहीं है फलस्वरूप SBD Clause 4.5 B (b) के आलोक में ये तकनीकी निविदा की अर्हता को पूरा नहीं कर रहे है।”

7. It is further submitted that such rejection is based on a mere typographical error in the affidavit of key personnel which was subsequently rectified by the petitioner by submitting correct documents, but the same has not been considered.





8. *Per contra*, learned counsel for the respondents submits that the petitioner's explanation describing the discrepancy as a typographical error was considered. However, upon reconsideration, in meetings held on 08.01.2025 and 09.01.2025, the Committee reaffirmed its earlier decision.

9. It is further submitted that in a subsequent tender (NIT No. 05/2024-25), the petitioner furnished another affidavit dated 05.02.2025 showing a different length of experience (33 years instead of 28 years) which clearly reflects inconsistency and renders the petitioner's claims unreliable.

10. It is submitted that as per Clause 4 of the Standard Bidding Document, the bid is to be evaluated strictly on the basis of information furnished and, further, under Clause 4.5 B(b), particulars of key personnel are required to be submitted in the prescribed format. In terms of departmental Letter No. 81/07/3284 dated 05.05.2009, no clarification or additional information can be entertained at a later stage. It is, thus, submitted that the petitioner, having furnished contradictory information, has failed to approach this Court with clean hands and the writ petition is not maintainable.

11. The issue which arise for consideration in the present case are:

(i) Whether the petitioner, having





furnished inconsistent declarations regarding the experience of its key personnel in the present and subsequent NITs, can be said to have made a bona fide disclosure of material particulars, or whether the same amounts to misrepresentation, thereby affecting its entitlement to relief under writ jurisdiction?

(ii) Whether the experience claimed by the petitioner in the tender in question, when tested on the touchstone of its own disclosed particulars, leads to an inherently improbable situation and if so, whether the respondents were justified in disqualifying the petitioner on that ground under the NIT?

Re. Issue No. (i)

12. From the materials on record, it appears that in the present tender (Tender ID No. 81501), the petitioner furnished an affidavit (dated 07.12.2024) of its Site Supervisor, Sri Chandra Bhan Singh, disclosing both his age and experience as 41 years and 28 years (6 years with petitioner + 15 years in building construction work + 7 years in road construction work) respectively.

13. However, in a subsequent tender process under N.I.T. No. 05/2024-25, the said Site Supervisor furnished another affidavit (dated 05.02.2025) declaring a different length of experience i.e.. 33 years (6 years with petitioner + 15 years in building construction work + 12 years in road construction





work) while not disclosing his age. The affidavit dated 05.02.2025 has been brought on record *vide* Annexure R-7/F to the counter affidavit, which has not been controverted by the petitioner.

14. Thus, there are two aspects which emerge: first, there is a variation in the experience claimed by the same person in two different tender processes; and, secondly, in the subsequent affidavit, a material particular, namely age, has not been disclosed at all. These aspects, when read together, give rise to a clear inconsistency in the disclosures made by the petitioner with regard to a key personnel.

15. It is well settled that in tender matters, the evaluation is based entirely on the documents furnished by the bidder, and the responsibility of making a full, fair and consistent disclosure rests upon the bidder itself. The requirement is not merely of disclosure, but of reliable and consistent disclosure, particularly in respect of eligibility-related particulars.

16. The explanation sought to be offered by the petitioner that the discrepancy is a typographical error cannot be viewed in isolation, especially when the record reflects differing particulars in separate tender processes involving the same





individual. The omission of age in the subsequent affidavit, coupled with variation in experience, further weakens the credibility of the explanation furnished.

17. At this stage, it would be apposite to refer to the decision of the Hon'ble Supreme Court in ***K.D. Sharma v. Steel Authority of India Ltd. & Ors.***, reported in ***(2008) 12 SCC 481***, wherein it has been held:

“34. The jurisdiction of the Supreme Court under Article 32 and of the High Court under Article 226 of the Constitution is extraordinary, equitable and discretionary. Prerogative writs mentioned therein are issued for doing substantial justice. It is, therefore, of utmost necessity that the petitioner approaching the writ court must come with clean hands, put forward all the facts before the court without concealing or suppressing anything and seek an appropriate relief. If there is no candid disclosure of relevant and material facts or the petitioner is guilty of misleading the court, his petition may be dismissed at the threshold without considering the merits of the claim.

...

36. A prerogative remedy is not a matter of course. While exercising extraordinary power a writ court would certainly bear in mind the conduct of the party who invokes the jurisdiction of the court. If the applicant makes a false statement or suppresses material fact or attempts to mislead the court, the court may dismiss the action on that ground alone and may refuse to





enter into the merits of the case by stating, “We will not listen to your application because of what you have done.” The rule has been evolved in the larger public interest to deter unscrupulous litigants from abusing the process of court by deceiving it.”

18. In the present case, the inconsistencies in the disclosures made by the petitioner with regard to the experience of its key personnel are not insignificant or peripheral, but relate to a material aspect of eligibility. Such inconsistent and incomplete disclosures cannot be said to constitute a clear and bona fide statement of material particulars.

19. In that view of the matter, the disclosures made by the petitioner, when considered in their entirety, partake the character of misrepresentation of material particulars, thereby affecting the petitioner’s entitlement to relief under writ jurisdiction.

Re. Issue No. (ii)

20. From the record, it is evident that in the affidavit submitted in respect of the present tender (Tender ID No. 81501), the petitioner disclosed the age of its Site Supervisor, Sri Chandra Bhan Singh, as 41 years and his experience as 28 years. Upon a correlation of these particulars, the Tender Committee found that the experience claimed, if accepted,





would necessarily imply that the said individual had commenced professional work at an age of about 13 years. Such a conclusion, arising from the petitioner's own disclosure, was found to be inherently implausible, thereby rendering the declaration unreliable.

21. In order to appreciate the justification of the decision taken by the respondents, it would be necessary to refer to the framework governing the tender process. Clause 4 of the Instructions to Bidders lays down the eligibility criteria and require bidders to furnish complete and accurate particulars in support of their qualification. This requirement is further reinforced by the departmental Letter No. 81/07/3284 dated 05.05.2009, wherein Serial No. 1 provides that the determination of responsiveness of a bid is to be made strictly on the basis of the information furnished by the bidder under Clause 4 of the Instructions to Bidders. The relevant portion reads:

“(1) सभी निविदादाता को स्टैंडर्ड बीडिंग डक्यूमेन्ट सेक्शन-2 के अनुसार विहित प्रपत्र में सभी जानकारी विधिवत देना चाहिये जिससे कि *Instruction Bidder* के क्लॉउज-4 के आधार पर उनके द्वारा दी गई जानकारी के आलोक में उनके कार्यकलापों का तकनीकी-मुल्यांकन कर उन्हें *Responsive/Nov responsive* निविदादाता घोषित किया जा सके।”

22. Thus, the evaluation is confined strictly to the





disclosures made by the bidder at the time of submission.

23. This requirement is further crystallized in Clause 4.5 B(b), which specifically mandates availability of key personnel with adequate experience as per Annexure-II. The relevant Clause read as follows:

“4.5B(b) availability for this work of personnel with adequate experience as required as per Annexure-II.”

24. Further, Annexure-II which finds place in Clause 4.5B(b) of ITB, is reproduced hereinbelow:

Annexure – II

List of Key Personnel to be deployed on Contract Work
[Reference Cl. 4.5 (B) (b)]

S.N.	Personnel	Qualification	Contract Package Size						
			Rs. 5-30 Lacs	Rs. 30 lacs to 70 lacs	Rs. 70 Lacs to 2 Crores	Rs. 2-10 Crores	Rs. 10-30 Crores	Rs. 31-50 Crores	More than 50 Crores
1.	Project Manager	B.E. Civil+ 10 years Exp. (5 years as Manager) of retired E.E.					1 No.	1 No	1 No
2.	Site Engineer	B.E. Civil+ 07 years exp. or retired A.E.			1 No	1 No	1 No	2 Nos	4 Nos
3.	Plant Engineer	B.E Mech/ Civil + 05 years Exp. Or Dip. Mech + 7 years Exp. Or Retired J.E.				1 No	1 No	1 No	2 Nos
4.	Quantity Surveyor	B.E. Civil + 05 Years Exp. Or Dip. Civil + 07 years exp.						1 No	2 Nos
5.	Soil & Material Engineer	B.E. Civil + 07 years Exp.						1 No	2 Nos
6.	Survey Engineer	B.E. Civil + 03 Years Exp. Or Dip. Civil + 05 years Exp.						1 No	2 Nos
7.	Site Supervisor	Fresh Graduate in Civil or Diploma Civil + 03 years Exp. Or retired I.T.I. Holder		1 No	1 No	1 No	2 Nos	3 Nos	4 Nos
	Total			1	2	3	5	10	17

25. The above provisions clearly establish that disclosure of experience of key personnel is a core eligibility condition and not a mere procedural requirement.





26. At this stage, it would also be relevant to refer to Clause 4.8 of the Standard Bidding Document, which reads as follows:

“4.8. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or

- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.”

27. A careful reading of the aforesaid clause shows that even a bidder otherwise fulfilling eligibility criteria can be disqualified if the information furnished is found to be misleading or unreliable. Therefore, where the disclosures themselves give rise to an inherently improbable situation, the authority is justified in treating the same as a valid ground for disqualification.

28. The matter does not rest there. The departmental Letter No. 81/07/3284 dated 05.05.2009, which governs such





tender processes, in Serial No. 6, specifically stipulates:

“(6) *I.T.B.* के क्लॉज-4.5(बी) के अनुरूप सभी निविदादाताओं को सेक्शन-2 की कंडिका 1.5 एवं 1.6 के प्रपत्र में *Contract Equipment & Key Personnel* के संबंध में आवश्यक जानकारी देना चाहिये एवं इस संबंध में किसी प्रकार के *Clarification* की माँग नहीं की जानी चाहिये।”

29. The effect of the said instruction is that no clarification or additional material in respect of qualification particulars can be sought or entertained at a later stage. Therefore, the bid must stand or fall on the strength of the documents originally submitted, and any inherent defect or inconsistency cannot be permitted to be cured subsequently.

30. In the present case, the improbability does not arise from any external inference but flows directly from the petitioner’s own declaration. Once such a situation emerges, the Tender Committee cannot be expected to overlook the same or accept subsequent explanations, particularly in view of the express bar on post-submission clarification. The contention of the petitioner that the discrepancy was merely typographical does not dilute the effect of the original disclosure, especially when the evaluation process is strictly document-based.

31. The scope of judicial review in such matters is well settled. In *Afcons Infrastructure Ltd. v. Nagpur Metro*





Rail Corporation Ltd. & Ors., reported in ***(2016) 16 SCC 818***, the Hon'ble Supreme Court has held that the tendering authority, being the author of the tender, is the best judge of its requirements and interpretation thereof. The relevant part of the said order reads as follows:

“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.”

32. Similarly, in ***Silppi Constructions Contractors v. Union of India & Ors.***, reported in ***(2020) 16 SCC 489***, it has been held that courts should exercise restraint in interfering with decisions taken in contractual matters. The relevant part of the said order reads as follows:

“12. Therefore, the court's interference in such matters should be minimal. The High Court's jurisdiction in such matters being limited, the Court should normally exercise judicial restraint unless illegality or arbitrariness on the part of the





employer is apparent on the face of the record.”

33. Further, in ***Central Coalfields Ltd. v. SLL-SML (Joint Venture Consortium) & Ors.***, reported in ***(2016) 8 SCC 622***, the Hon’ble Supreme Court reiterated the principle of strict compliance with tender conditions. The relevant part of the said order reads as follows:

“41...In other words, this Court concluded that an essential term of the tender document could not be deviated from but an ancillary or subsidiary or non-essential term could be deviated from, and that the deviation could be without any reference to potential bidders.

..

*43. Continuing in the vein of accepting the inherent authority of an employer to deviate from the terms and conditions of an NIT, and reintroducing the privilege-of-participation principle and the level playing field concept, this Court laid emphasis on the decision-making process, particularly in respect of a commercial contract. One of the more significant cases on the subject is the three-Judge decision in *Tata Cellular v. Union of India* which gave importance to the lawfulness of a decision and not its soundness. If an administrative decision, such as a deviation in the terms of NIT is not arbitrary, irrational, unreasonable, mala fide or biased, the courts will not judicially review the decision taken. Similarly, the courts will not countenance interference with the decision at the behest of an unsuccessful bidder in respect of a technical or procedural violation. ”*





34. Applying the aforesaid, this Court is of the considered opinion that the decision of the respondents in disqualifying the petitioner, on the basis of the inherent improbability and unreliability of the particulars furnished, is in consonance with the tender conditions and does not suffer from arbitrariness or illegality so as to warrant interference under Article 226 of the Constitution.

35. In view of the discussion made hereinabove, this Court finds that the disclosures made by the petitioner with regard to the experience of its key personnel suffer from material inconsistencies and cannot be said to be a clear and bona fide statement of particulars, thereby partaking the character of misrepresentation. Further, the experience claimed, when tested on the basis of the petitioner's own disclosures, leads to an inherently improbable situation, on the basis of which the respondents were justified in treating the same as unreliable and proceeding to disqualify the petitioner in terms of the tender conditions.

36. Accordingly, this Court does not find any arbitrariness or illegality in the decision-making process of the respondents warranting interference under Article 226 of the Constitution of India.





37. The writ application, being devoid of merit, is hereby dismissed.

38. However, it is made clear that the Earnest Money Deposit (EMD) and Bank Guarantee, if any, furnished by the petitioner shall be returned to him forthwith in accordance with law.

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

(Sudhir Singh, J)

(Shailendra Singh, J)

Rajiv/Sujit/-

AFR/NAFR	A.F.R.
CAV DATE	NA
Uploading Date	11.05.2026
Transmission Date	NA

