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HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 5479 of 2025

1 - M/s Ramsaran Singh Projects Llp (A Class Civil Contractor), A Limited Liability Partnership Firm, Shanti Nagar Sukma Through Its Partner Shri Ramsharan Singh Bhadoriya, S/o Shri Rajbahadur Singh Bhadoriya, Aged About 69 Years, R/o Ward No. 10 House No. 56, Shanti Nagar, Sukma, District Sukma (C.G.)

2 - Ramsharan Singh Bhadoriya, S/o Shri Rajbahdur Singh Bhadoriya, Aged About 69 Years R/o Ward No. 10 House No. 56, Shanti Nagar, Sukma, District Sukma (C.G.)

... Petitioners

versus

1 - Wapcos Limited A Government Of India Undertaking, Through Its Chief Engineer, Construction Management Unit- Iii, 1st Floor, Plot No. 148, Sector-44, Gurugram Haryana- 122003

2 - The Chairman-Cum- Managing Director, Wapcus Limited, 76-C, Institutional Area, Sector-18, Gurugram Haryana- 122015.

3 - National Education Society For Tribal Students (Nests) Through Its Director, Ministry Of Tribal Affairs, Government Of India New Delhi.

4 - Shri Balaji Constructions, (Engineers And Contractors), C/o Hariom Medical Agency, Medical Complex, Telipara, Bilaspur, District Bilaspur (C.G.)

5 - Shreeji Krupa Project Ltd., 303, Iscon Mall, Near Big Bazar, 150 Ft. Ring

Road, Rajkot, Gujarat- 360001

6 - The Chief Engineer (Cmu- Iii) Wapcos Limted (Psu Under Ministry Of Jal Shakti) Npcc Building, 1st Floor, Plot No. 148, Sec.- 44, Gurugram, Haryana.

... Respondents

(Cause title taken from Case Information System)

For Petitioners	:	Mr. B.P. Sharma and Mr. Vivek Shrivastava, Advocates
For Respondents No. 1, 2 and 6	:	Mr. Santosh Tripathi, Senior Advocate (through virtual mode) along with Mr. Shivank Mishra and Mr. Tushar Sannu, Advocates
For Respondent No.3	:	Mr. Tushar Dhar Diwan, Central Government Counsel
For Respondent No. 4	:	Ms. Hamida Siddiqui, Advocate
For Respondent No. 5	:	Mr. Yogendra Chaturvedi, Advocate

Hon'ble Shri Ramesh Sinha, Chief Justice

Hon'ble Shri Ravindra Kumar Agrawal, Judge

Judgment on Board

***Per* Ramesh Sinha, Chief Justice**

12/03/2026

1. The present writ petition under Articles 226 and 227 of the Constitution of India has been filed by the petitioners calling in question the legality, validity and propriety of the e-mail communication dated 10.10.2025 issued by respondent No.1 through respondent No.6, whereby the bid submitted by petitioner No.1 in response to the Notice Inviting Tender (NIT) for the work of “Construction of Eklavya Model Residential School (EMRS) at Kanker (C.G.)” has been declared technically disqualified. As

per the impugned communication, the bid of the petitioners has been rejected on the ground that the bank guarantee furnished by the petitioners towards bid security was valid only upto 18.10.2025, whereas in terms of the NIT the bid security was required to remain valid for a period of 45 days beyond the final bid validity period i.e. upto 04.01.2026. The petitioners contend that the action of the respondent authorities is arbitrary and discriminatory inasmuch as the bid submitted by respondent No.4 has been declared technically qualified even though the bank guarantee furnished by respondent No.4 was also not valid up to the required date and was valid only up to 02.01.2026. It is the case of the petitioners that both the petitioners and respondent No.4 were placed on the same footing with regard to compliance of the tender condition relating to validity of the bank guarantee, yet the respondent authorities have adopted a differential treatment by disqualifying the petitioners while permitting respondent No.4 to proceed further in the tender process, which according to the petitioners amounts to violation of the principles of equality and fairness embodied under Article 14 of the Constitution of India.

2. The present petition has been filed by the petitioners seeking the following reliefs:-

> "**A.** A writ and/or an order in the nature of writ of mandamus do issue calling for the records of case pertaining petitioners' case from authorities below concerned if this Hon'ble Court may deem fit in facts and circumstances of the case.

B. A writ and/or an order in the nature of writ of certiorari do issue quashing e-mail/letter dated 10.10.2025 by which reasons has been assigned for declaring the petitioners disqualified be quashed be arbitrary, illegal and comes within the purview of malice in fact and malice in law and in violation of petitioners' fundamental and constitutional rights and in effect, declare the petitioners qualified and further order be passed of consideration of bid submitted by petitioners along with other tenderers in the facts and circumstances of the case.

C. A writ and/or an order in the nature of writ of mandamus do issue restraining the respondent authorities from awarding the tender and entering into contract with respondent No. 4 as such award will come in purview of malice in law and malice in fact, contrary to law settled in this regard and in the facts and circumstances of case.

D. Any other relief which this Hon'ble Court may deem fit in the facts & circumstances of case.

E. Cost of the petition may also be awarded."

3. The facts of the case as emerges from the pleadings of the petition are that, the petitioner No.1 is a Limited Liability Partnership firm registered

under the provisions of the Limited Liability Partnership Act, 2008 and is an experienced ‘A’ Class civil contractor undertaking construction works. Petitioner No.2 is one of the partners of petitioner No.1 and is authorized to represent the firm in all contractual and legal matters.

The respondent No.1 i.e. WAPCOS Limited, a Government of India undertaking under the Ministry of Jal Shakti, acting as Project Management Consultant on behalf of the National Education Society for Tribal Students (NESTS), issued a Notice Inviting Tender (NIT) bearing No. WAP/CMU-III/2025-26/NESTS/CHTGH/KANKER/09 dated 04.08.2025 for the work of Construction of Eklavya Model Residential School (EMRS) at Kanker, Chhattisgarh having an estimated cost of Rs. 31,52,70,889/- excluding GST. The tender was invited through an open online percentage rate system in two envelopes i.e. technical bid and financial bid from experienced and eligible contractors.

As per the terms and conditions of the NIT, the last date for submission of technical and financial bids was 20.08.2025 and the technical bids were to be opened thereafter. The NIT also stipulated that the Earnest Money Deposit (EMD)/Bid Security shall remain valid for a period of 45 days beyond the final bid validity period, and the bid validity period was fixed as 90 days from the date of opening of the technical bid.

In response to the aforesaid NIT, petitioner No.1 submitted its bid within the stipulated time along with all requisite documents including the required Earnest Money Deposit partly in the form of Fixed Deposit

Receipt and partly in the form of Bank Guarantee as permitted under the tender conditions. Respondent Nos. 4 and 5 also submitted their bids for the said work.

After submission of bids, the technical bids were opened on 22.08.2025. Subsequently, the respondent authorities examined the documents submitted by the bidders. During the course of scrutiny, respondent No.1 issued a communication dated 03.09.2025 to petitioner No.1 informing that its bid for EMRS Kanker had been received and examined and calling upon the petitioner to submit certain documents relating to similar works executed by the petitioner, including work orders and agreements with BOQ in respect of construction works carried out at Village Anjani, Block Kanker, District Kanker (C.G.).

In compliance with the aforesaid communication dated 03.09.2025, the petitioner promptly submitted the required documents through e-mail within the stipulated period along with copies of agreements, work orders and BOQs relating to the similar works executed by the petitioner firm. Thus, the petitioner fulfilled all the requisitions made by the respondent authorities during the process of evaluation of the technical bid.

Thereafter, to the utter surprise of the petitioners, it came to their notice that petitioner No.1 had been declared technically disqualified in the bid evaluation process. Being aggrieved by the said action and not being aware of the reasons for disqualification, the petitioners addressed an e-mail dated 09.10.2025 at about 10:54 a.m. to the respondent authorities requesting them to provide specific reasons for declaring the petitioner disqualified. The petitioners also objected to the opening of the financial bids of other bidders without providing a clear and valid explanation for such disqualification.

However, despite the aforesaid objection raised by the petitioners, the respondent authorities proceeded to open the financial bids of other bidders without responding to the petitioners' request for clarification. Thereafter, the petitioners received an e-mail dated 10.10.2025 from the Chief Engineer (CMU-III), WAPCOS Limited, informing that the bid submitted by the petitioner had been disqualified on the ground that the Bank Guarantee submitted by the petitioner towards bid security was valid only up to 18.10.2025, whereas as per the tender conditions the bid security was required to remain valid up to 04.01.2026, which was calculated as 45 days beyond the bid validity period.

According to the petitioners, the reason assigned by the respondent authorities for disqualifying their bid is wholly arbitrary and discriminatory. Upon verification of the documents submitted by respondent No.4, the petitioners found that the bank guarantee furnished by respondent No.4 in support of its bid security was also not valid up to the required date of 04.01.2026. As per the bank guarantee issued in favour of respondent No.4, the validity of the said bank guarantee extended only up to 02.01.2026.

Thus, both the petitioner and respondent No.4 had submitted bank guarantees which were not strictly valid up to 04.01.2026 as required under the NIT. However, while the petitioner's bid was rejected on the said ground, respondent No.4 was declared technically qualified and allowed to participate further in the tender process.

The petitioners submit that both the petitioner and respondent No.4 stood on the same footing with respect to compliance of the condition relating to validity of the bank guarantee, yet the respondent authorities adopted a discriminatory approach by disqualifying the petitioner while treating respondent No.4 as eligible. Such differential treatment, according to the petitioners, is arbitrary, unfair and violative of the principle of equality guaranteed under Article 14 of the Constitution of India.

Being aggrieved by the arbitrary action of the respondent authorities in declaring the petitioner disqualified and allowing similarly placed bidders to participate in the tender process, the petitioners have approached this Hon'ble Court by filing the present writ petition seeking appropriate reliefs.

4. Mr. B.P. Sharma, learned counsel appearing for the petitioner would submit that, the action of the respondent authorities in declaring the petitioner No.1 technically disqualified is arbitrary, unreasonable and violative of the constitutional mandate of fairness and equality embodied under Article 14 of the Constitution of India. It is submitted that the impugned communication dated 10.10.2025 issued by respondent No.1

assigning reasons for disqualification of the petitioner is illegal and liable to be set aside.

Learned counsel would submit that respondent No.1, WAPCOS Limited, a Government of India undertaking acting as Project Management Consultant on behalf of National Education Society for Tribal Students (NESTS), issued a Notice Inviting Tender bearing No. WAP/CMU-III/2025-26/NESTS/CHTGH/KANKER/09 dated 04.08.2025 inviting bids for construction of Eklavya Model Residential School (EMRS) at Kanker (C.G.) having an estimated cost of Rs. 31,52,70,889/-. The tender was invited through an open online system from experienced and eligible contractors in a two-envelope system comprising technical and financial bids.

It is submitted that petitioner No.1, being an experienced 'A' Class civil contractor, submitted its bid within the stipulated time along with all requisite documents including the Earnest Money Deposit partly in the form of Fixed Deposit Receipt and partly in the form of Bank Guarantee as permitted under the tender conditions. The technical bids were opened on 22.08.2025 and thereafter the respondent authorities scrutinized the documents submitted by the bidders.

Learned counsel would submit that during the course of scrutiny, respondent No.1 issued a communication dated 03.09.2025 calling upon the petitioner to submit certain documents relating to similar works executed by it. The petitioners duly complied with the said requisition and submitted all required documents within the stipulated time. This itself clearly indicates that the petitioners were treated as eligible bidders and their bid was under active consideration by the respondent authorities.

It is further submitted that despite the petitioners having complied with all requirements, the respondent authorities declared the petitioner technically disqualified. Being aggrieved, the petitioners addressed an e-mail dated 09.10.2025 requesting the respondent authorities to provide the reasons for such disqualification. However, without responding to the said request, the respondent authorities proceeded to open the financial bids of other bidders.

Learned counsel would submit that subsequently, by e-mail dated 10.10.2025, the respondent authorities informed the petitioner that its bid had been disqualified on the ground that the bank guarantee furnished towards bid security was valid only up to 18.10.2025, whereas as per the terms of the NIT the bid security was required to remain valid for a period of 45 days beyond the bid validity period i.e. up to 04.01.2026.

Learned counsel would submit that the aforesaid ground for disqualification is wholly arbitrary and discriminatory. It is submitted that the bank guarantee furnished by respondent No.4 was also not valid up to the required date of 04.01.2026. As per the bank guarantee submitted by respondent No.4, the validity of the said guarantee extended only up to 02.01.2026. Thus, both the petitioner and respondent No.4 had submitted bank guarantees which did not strictly comply with the requirement of validity up to 04.01.2026.

Learned counsel would submit that despite the fact that both the bidders stood on the same footing, the respondent authorities adopted a discriminatory approach by disqualifying the petitioner while declaring respondent No.4 technically qualified and permitting it to participate further in the tender process. Such differential treatment between similarly situated bidders is arbitrary and violates the doctrine of level playing field which forms part of Article 14 of the Constitution of India.

Learned counsel would further submit that the State and its instrumentalities are bound to act strictly in accordance with law and cannot exercise powers in an arbitrary or capricious manner. In support of the said submission, reliance is placed upon the judgment of the Hon'ble Supreme Court in **Dipak Babaria and another v. State of Gujarat and others,** reported in (2014) 3 SCC 502, wherein the Hon'ble Supreme Court has held that when a statute or rule prescribes a particular manner in which a power is to be exercised, the authority must act strictly in accordance with the procedure so prescribed and any action taken contrary thereto would be invalid.

Learned counsel would submit that in the aforesaid judgment, the Hon'ble Supreme Court reiterated the settled principle that where a thing is required to be done in a particular manner, it must be done in that manner alone and in no other manner. The Court further held that any deviation from the prescribed procedure would render the action arbitrary and unsustainable in law.

Relying upon the aforesaid principle, learned counsel would submit that the respondent authorities, while evaluating the bids, were required to uniformly apply the conditions of the tender to all bidders. However, in the present case, the respondent authorities have applied the condition relating to validity of the bank guarantee selectively only against the petitioners while ignoring the same deficiency in the case of respondent No.4. Such selective application of tender conditions is clearly arbitrary and contrary to the principles laid down by the Hon'ble Supreme Court.

Learned counsel would further submit that the purpose of a transparent tender process is to ensure fair competition and to secure the best value for public money. By arbitrarily excluding the petitioners from the tender process while permitting similarly placed bidders to participate, the respondent authorities have not only violated the rights of the petitioners but have also caused serious prejudice to the public exchequer.

It is therefore submitted that the impugned action of the respondent authorities in declaring the petitioner technically disqualified is arbitrary, discriminatory and violative of Articles 14 and 19(1)(g) of the Constitution of India and is liable to be interfered with by this Hon'ble Court in exercise of its writ jurisdiction.

On the aforesaid grounds, learned counsel for the petitioners prays that the impugned communication dated 10.10.2025 be quashed and the respondent authorities be directed to treat the petitioners as technically qualified and to consider their bid in accordance with law.

5. Per contra, Mr. Santosh Tripathi, Senior Advocate appearing for the respondents No. 1, 2 and 6 would submit that, the present writ petition filed by the petitioners is wholly misconceived, devoid of merits and not maintainable in law as well as on facts. The petitioners have challenged the e-mail/letter dated 10.10.2025 whereby the petitioners were declared disqualified in the tender process. It is submitted that the said action of the answering respondents is strictly in accordance with the terms and conditions of the Notice Inviting Tender (NIT) and does not suffer from any arbitrariness, illegality or malafide as alleged by the petitioners.

Learned counsel would further submit that the answering Respondent No.1/WAPCOS Ltd. had invited Open Online Percentage Rate Tenders from experienced and competent contractors for the project namely “Construction of Eklavya Model Residential School (EMRS) at Kanker (C.G.)” on 04.08.2025. The estimated cost of the said project was Rs. 31,52,70,889/-. The last date of submission of bids was 20.08.2025 and the technical bids were opened on 21.08.2025. The petitioners, along with Respondents No.4 and 5, submitted their bids in accordance with the NIT through the online mode.

It is submitted that the conditions of the NIT clearly stipulated that the Employer, i.e., WAPCOS Ltd., reserves the absolute right to accept or reject any bid without assigning any reason whatsoever. It was also categorically provided that no bidder shall have any cause of action or claim against the employer in respect of rejection of his bid. Thus, the petitioners were fully aware of the tender conditions and had participated in the tender process with full knowledge of such terms.

Learned counsel would further submit that merely because the petitioners were initially treated as admitted tenderers does not confer any vested or indefeasible right upon them to be declared technically qualified. Admission of a bid for scrutiny does not amount to acceptance of the bid. The tendering authority retains the right to examine the documents and verify whether the bidder fulfills the mandatory eligibility criteria as stipulated under the NIT.

It is respectfully submitted that after scrutiny of the documents submitted by the petitioners, it was found that the petitioners had submitted the Earnest Money Deposit (EMD) partly in the form of Bank Guarantee which did not comply with the validity requirements prescribed under the NIT. As per the tender conditions, the Bid Validity Period was required to be 90 days from the date of opening of the technical bid, i.e., from 21.08.2025, which would expire on 18.11.2025. Further, the NIT specifically provided that the Bid Security must remain valid for an additional period of 45 days beyond the Bid Validity Period, which would extend the required validity of the Bank Guarantee up to 02.01.2026.

However, in the present case, the Bank Guarantee submitted by the petitioners, issued by the State Bank of India, clearly mentions that the guarantee was valid only up to 18.10.2025, and the claim expiry date was also 18.10.2025. Thus, the Bank Guarantee submitted by the petitioners fell far short of the mandatory requirement of validity up to 02.01.2026 as required under the NIT conditions.

Learned counsel would further submit that since the Bank Guarantee submitted by the petitioners did not satisfy the essential condition regarding validity of the Bid Security, the petitioners failed to fulfill the mandatory eligibility criteria of the tender. Consequently, the technical bid submitted by the petitioners was rightly declared disqualified by the answering respondents vide e-mail/letter dated 10.10.2025.

It is further submitted that in contrast, Respondent No.4 had submitted the EMD in the form of TDR along with a Bank Guarantee issued by YES Bank which clearly fulfilled all the requirements of the NIT. The Bank Guarantee submitted by Respondent No.4 was valid up to 02.01.2026 with stated claim expiry date of 13.08.2026, which fully complied with the tender conditions. Therefore, the technical bid of Respondent No.4 was rightly declared qualified by the tendering authority.

Learned counsel for the answering respondents submits that the petitioners are attempting to create an impression that they were arbitrarily disqualified and that the tendering authority has favored

Respondent No.4. Such allegations are completely baseless and without any supporting material. The disqualification of the petitioners was solely on account of their failure to comply with the mandatory conditions of the NIT relating to the validity of the Bank Guarantee.

It is a settled principle of law that in matters relating to award of contracts and tender processes, the scope of judicial review under Article 226 of the Constitution is extremely limited. The courts do not sit as an appellate authority over the decisions of the tendering authority. Unless the decision is shown to be arbitrary, irrational, mala fide or in violation of statutory provisions, the Court ordinarily does not interfere with administrative decisions in contractual matters.

In this regard, learned counsel places reliance upon the judgment of the Hon'ble Supreme Court in the case of **Dipak Babaria** (supra), wherein the Hon'ble Supreme Court has held that the scope of judicial review in contractual matters is limited and the courts should not interfere with administrative decisions relating to contracts unless the decision is patently arbitrary, unreasonable or contrary to law.

It is submitted that the Hon'ble Supreme Court in the aforesaid judgment has categorically observed that the courts should exercise great restraint in interfering with decisions taken by competent authorities in contractual and commercial matters, particularly when such decisions are taken in accordance with the terms of the contract or tender conditions.

In the present case, the action of the answering respondents is strictly in accordance with the conditions of the NIT. The petitioners have admittedly submitted a Bank Guarantee which did not meet the mandatory validity requirement. Therefore, the petitioners cannot claim any right to be declared qualified in the tender process.

Learned counsel further submits that the petitioners, having participated in the tender process with full knowledge of the conditions stipulated in the NIT, cannot now be permitted to challenge the very same conditions after being found non-compliant. It is a settled principle that a bidder who participates in a tender process cannot subsequently question the terms of the tender after failing to meet the eligibility criteria.

It is therefore submitted that the decision taken by Respondent No.1/WAPCOS Ltd. declaring the petitioners disqualified is a lawful and reasoned decision based on objective criteria prescribed under the NIT. The same does not suffer from any arbitrariness, malice in fact or malice in law as alleged in the writ petition.

In view of the aforesaid facts and circumstances, learned counsel for Respondents No.1, 2 and 6 most respectfully submits that the present writ petition is devoid of merit and does not warrant any interference by this Hon’ble Court under Article 226 of the Constitution of India. Therefore, it is humbly prayed that the present writ petition deserves to be dismissed.

6. Mr. Tushar Dhar Diwan, learned counsel appearing for the respondent No.3 would submit that, the present writ petition, insofar as it concerns Respondent No.3, is wholly misconceived and not maintainable. Respondent No.3– National Education Society for Tribal Students (NESTS) has no role whatsoever in the tendering process, evaluation of bids or issuance of the impugned communication dated 10.10.2025 declaring the petitioners disqualified. Hence, Respondent No.3 has been unnecessarily and improperly impleaded in the present proceedings.

Learned counsel would submit that Respondent No.3 is an autonomous organization under the Ministry of Tribal Affairs, Government of India, entrusted with the implementation and administration of Eklavya Model Residential Schools (EMRS) across the country. In order to execute the construction works of EMRS projects, Respondent No.3 entered into an Agreement dated 14.12.2022 with Respondent No.1– WAPCOS Ltd., whereby WAPCOS Ltd. was appointed as the Construction Agency (CA) for execution of the EMRS projects.

It is submitted that under the said Agreement, Respondent No.3 acts merely as the Owner/Client, whereas Respondent No.1– WAPCOS Ltd. functions as the Construction Agency, entrusted with the complete responsibility of carrying out the tendering process, evaluation of bids and award of contracts.

Learned counsel would further draw the attention of this Hon'ble Court to Clause 3.1 of the Agreement dated 14.12.2022, which clearly stipulates the responsibilities of the Construction Agency towards the Owner/Client. As per the said clause:

> (i) The Construction Agency shall execute the works through contracts by calling tenders in accordance with the applicable CPWD guidelines.
>
> (ii) No approval is required from NESTS for processing of tenders.
>
> (iii) Assessment of the reasonability of the tender is the sole responsibility of the Construction Agency.
>
> (iv) Calling of tenders, their publicity, scrutiny of bid documents, evaluation of bids, determination of the L-1 bidder and award of the work are matters exclusively within the domain of the competent authority of the Construction Agency.

In light of the aforesaid contractual arrangement, it is evident that Respondent No.3 – NESTS has neither participated in nor exercised any control over the tender process in question. The entire process relating to issuance of the Notice Inviting Tender (NIT), scrutiny of bid documents, evaluation of the technical bids, verification of bank guarantees and declaration of qualified bidders has been undertaken solely by Respondent No.1 – WAPCOS Ltd.

Learned counsel submits that the grievance raised by the petitioners pertains to their alleged disqualification from the tender process on the basis of the impugned communication dated 10.10.2025 issued by Respondent No.1. The said decision relates purely to the evaluation of tender documents and compliance with the tender conditions, which is an administrative and contractual function exclusively falling within the jurisdiction of the Construction Agency, namely Respondent No.1.

It is respectfully submitted that Respondent No.3 had no involvement whatsoever in the scrutiny or evaluation of the bid submitted by the petitioners. Respondent No.3 did not examine the documents submitted by the petitioners, nor did it evaluate the validity of the bank guarantee furnished by them. Consequently, Respondent No.3 had no role in the decision declaring the petitioners disqualified.

Learned counsel would therefore submit that the petitioners have erroneously and unnecessarily impleaded Respondent No.3 in the present writ petition despite the fact that no relief has been specifically claimed against Respondent No.3 and no cause of action has arisen against it.

Without prejudice to the above submissions, Respondent No.3 specifically denies all allegations made in the writ petition which are contrary to the record and the contractual arrangement between Respondent No.3 and Respondent No.1.

Hence, the present writ petition, insofar as Respondent No.3 is concerned, deserves to be dismissed and the name of Respondent No.3 be deleted from the array of parties.

7. Ms. Hamida Siddiqui, learned counsel appearing for the respondent No.4 would submit that, the present writ petition is wholly misconceived and not maintainable either on facts or in law. It is submitted that the entire challenge raised by the petitioners is premised on an incorrect interpretation of the tender conditions as well as a misreading of the documents placed on record. The petitioners have attempted to create a false parity between themselves and respondent No.4 in order to contend that both stood on the same footing with regard to compliance of the condition relating to validity of the bank guarantee. However, on a proper reading of the Notice Inviting Tender (NIT) and the documents submitted by the respective bidders, it becomes clear that the petitioners had failed to comply with a mandatory condition of the NIT, whereas respondent No.4 had fully satisfied the said requirement.

Learned counsel would submit that Clause 7 of the NIT specifically stipulates that the Earnest Money Deposit (EMD)/Bid Security shall remain valid for a period of 45 days beyond the final bid validity period. Clause 10 of the NIT further provides that the bid validity period shall be 90 days from the date of opening of the technical bid. As per Clause 15 of the NIT, the technical bids were opened on 21.08.2025. Thus, the total validity period required for the bid security would be 90 days plus an additional 45 days, i.e., a total of 135 days from the date of opening of the technical bid. On calculation, the period of 135 days commencing from 21.08.2025 expires on 02.01.2026. Therefore, the bank guarantee furnished by respondent No.4, which is valid up to 02.01.2026 with claim expiry date up to 13.08.2026, fully satisfies the requirement stipulated under the NIT.

It is further submitted that the petitioners have attempted to rely upon the impugned e-mail communication dated 10.10.2025 to contend that the bid security was required to remain valid up to 04.01.2026. However, the said date mentioned in the communication is clearly a clerical or calculation error and cannot override the explicit terms of the NIT. The tender conditions form the governing framework for evaluation of bids and any clerical mistake in an e-mail communication cannot alter or modify the tender conditions. When the NIT is read in its entirety, it clearly demonstrates that the required validity period of the bid security was up to 02.01.2026 and the bank guarantee submitted by respondent No.4 is fully compliant with the said requirement.

Learned counsel would further submit that the bank guarantee furnished by the petitioners was valid only up to 18.10.2025, which falls substantially short of the mandatory requirement under the NIT. Since the petitioners had failed to comply with an essential condition relating to the validity of the bid security, their bid was rightly declared technically disqualified by the tendering authority. The action of the respondent authorities is therefore strictly in accordance with the tender conditions and does not suffer from any arbitrariness or discrimination as alleged by the petitioners.

In this regard, reliance is placed on the judgment rendered by a Division Bench of this Court in **WPC No. 482 of 2025 (M/s Shraddha Construction Company v. State of Chhattisgarh & Ors.)**, wherein it has been held that in tender matters involving technical evaluation and compliance with eligibility criteria, the writ court should exercise great restraint and should not substitute its own decision for that of the tendering authority. The Court observed that judicial review is confined to examining the decision-making process and not the merits of the decision itself.

Learned counsel further places reliance on the decision of this Court in **WPC No. 4843 of 2025 (Surface Engineering Pvt. Ltd. v. Union of India & Ors.)**, wherein it has been reiterated that the interpretation of tender conditions lies primarily within the domain of the tendering authority which has authored the tender documents. The Court held that unless the interpretation adopted by the authority is shown to be patently arbitrary or perverse, the writ court should refrain from interfering with the decision taken in the course of the tender process.

Reliance is also placed on the judgment of this Court in **WPC No. 5508 of 2024 (M/s Mokshit Corporation v. State of Chhattisgarh & Ors.)**, wherein it has been held that a bidder who fails to comply with the mandatory conditions of the NIT cannot claim any vested right to be declared technically qualified. The Court further observed that in commercial and contractual matters involving public tenders, the employer is the best judge of its requirements and the courts should not interfere unless the decision is vitiated by mala fides or manifest arbitrariness.

It is also pointed out that respondent No.5 has ultimately been declared the successful bidder and the validity of the bank guarantee furnished by respondent No.5 is not under challenge. Therefore, the grievance raised by the petitioners against respondent No.4 is wholly misplaced and has no bearing on the final outcome of the tender process. The writ petition is thus devoid of merit and deserves to be dismissed.

8. Mr. Yogendra Chaturvedi, learned counsel appearing for Respondent No.5 would submit that the present writ petition is wholly misconceived, devoid of merit and liable to be dismissed at the threshold. At the outset, it is contended that the principal grievance raised by the petitioners is against the alleged qualification of Respondent No.4 in the tender process, whereas no allegation whatsoever has been raised against the answering Respondent No.5. The petitioners have neither questioned the eligibility of Respondent No.5 nor pointed out any irregularity or deficiency in the bid submitted by Respondent No.5. In absence of any challenge against the answering respondent, the present writ petition, insofar as it concerns Respondent No.5, deserves to be dismissed outright.

Learned counsel would further submit that the Respondent No.1, which is a Government of India undertaking, had invited an Open Online Percentage Rate Tender for the project of construction of Eklavya Model

Residential School (EMRS) at Kanker (C.G.) with an estimated cost of Rs. 31,52,70,889/-. The tender process was conducted through a two-envelope system consisting of technical and financial bids. In response to the Notice Inviting Tender (NIT) dated 04.08.2025, the petitioners as well as Respondent Nos.4 and 5 submitted their bids through the online mode within the prescribed time.

It is submitted that as per the conditions stipulated in the NIT, particularly Clause 7 and other relevant provisions relating to bid security, the bidders were required to submit an Earnest Money Deposit (EMD)/Bid Security which was to remain valid for a period of 45 days beyond the final bid validity period. The NIT further provided that the bid validity period would be 90 days from the date of opening of the technical bid. As per the schedule mentioned in the NIT, the technical bids were opened on 21.08.2025. Consequently, the bid validity period of 90 days expired on 18.11.2025 and the bid security was required to remain valid for an additional period of 45 days thereafter, i.e., up to 02.01.2026.

Learned counsel would submit that the petitioners have been declared technically disqualified solely on account of their failure to comply with the mandatory requirement relating to the validity of the bank guarantee furnished towards the bid security. The bank guarantee submitted by the petitioners was valid only up to 18.10.2025 and the claim expiry date was also the same. Since the said bank guarantee did not remain valid up to 02.01.2026 as required under the NIT, the tendering authority was fully justified in declaring the technical bid of the petitioners as disqualified.

It is further submitted that the petitioners have attempted to contend that Respondent No.4 was also similarly placed and yet was declared qualified. However, the said contention is factually incorrect. The bank guarantee submitted by Respondent No.4 was valid up to 02.01.2026 with the claim expiry date extending up to 13.08.2026. Thus, the bid security furnished by Respondent No.4 strictly complied with the terms and conditions of the NIT. Therefore, the allegation of discrimination or arbitrariness raised by the petitioners is wholly baseless.

Learned counsel would submit that the tender conditions clearly provided that the employer, namely Respondent No.1/WAPCOS Ltd., reserved the right to accept or reject any bid without assigning any reason and that no bidder would have any cause of action against such decision. The petitioners, having participated in the tender process with full knowledge of the terms and conditions contained in the NIT, cannot now be permitted to challenge the same after having failed to comply with the essential requirement relating to bid security validity.

In view of the aforesaid facts and submissions, it is respectfully prayed that the present writ petition being devoid of merit and substance deserves to be dismissed.

9. In response to the return/reply filed by learned counsel appearing for the respondents, a rejoinder has also been filed in the petition, in which

learned counsel appearing for the petitioners would submit that, the action of the respondent authorities in declaring the petitioners technically disqualified is wholly arbitrary, contrary to the terms of the Notice Inviting Tender (NIT) and violative of the settled principles governing public tender processes. It is submitted that the controversy in the present writ petition revolves around the interpretation of Clause 7 of the NIT dated 04.08.2025, particularly the note appended thereto which specifically stipulates that the Bid Security shall remain valid for a period of 45 days beyond the final bid validity period.

Learned counsel would submit that Clause 10 of the NIT clearly provides that the bid validity period shall be 90 days from the date of opening of the technical bid. Thus, in order to determine the validity of the bid security, it is necessary to first ascertain the correct date of opening of the technical bid and thereafter calculate the bid validity period of 90 days in accordance with the terms of the NIT.

It is submitted that as per the Technical Bid Summary prepared by the respondent authorities themselves, the technical bids were actually opened on 22.08.2025, which is evident from the bid opening summary report placed on record by the petitioners. Therefore, the period of 90 days stipulated under Clause 10 of the NIT must necessarily be computed from 22.08.2025.

Learned counsel would submit that the respondents, in their return, have attempted to justify their action by calculating the validity period by counting both the starting and ending dates and thereby introducing the expression “both days inclusive”, which does not form part of the original tender conditions. It is contended that the tender document nowhere states that the period of 90 days is to be counted by including both the first and the last day. The respondents, by inserting such words in their return, have effectively altered the tender conditions which is impermissible in law.

It is further submitted that the settled principle governing computation of time, particularly when the expression “from” is used, is that the first day is to be excluded. Therefore, when Clause 10 of the NIT provides that the bid validity period shall be 90 days from the date of opening of technical bid, the correct interpretation would require exclusion of the first day in the series. Applying this well-established principle, the period of 90 days would have to be calculated by excluding the date of opening of the technical bid and counting the days thereafter.

Learned counsel would submit that the respondents themselves have admitted in their e-mail communication dated 10.10.2025 addressed to the petitioners that the technical bid was opened on 22.08.2025 and that the bid security was required to remain valid up to 04.01.2026. The said e-mail communication clearly records that the bank guarantee submitted by the petitioners was valid up to 18.10.2025 against the required validity up to 04.01.2026, and on that basis the petitioners were declared disqualified.

However, in the return filed before this Hon’ble Court, the respondents have taken a completely different stand by stating that the bid security was required to remain valid only up to 02.01.2026. Thus, the respondent authorities have taken two mutually contradictory positions with regard to the validity period of the bid security.

Learned counsel would submit that such contradictory stands taken by the respondents demonstrate arbitrariness and lack of transparency in the decision-making process. The respondents cannot be permitted to blow hot and cold at the same time by stating one thing in their official communication dated 10.10.2025 and an entirely different position in their counter affidavit filed before this Court.

It is further submitted that it is a settled principle of law that the validity of an administrative order must be judged on the basis of the reasons stated in the order itself and cannot be supplemented by fresh reasons subsequently introduced in the form of an affidavit. In support of this proposition, learned counsel places reliance upon the judgment of the Hon’ble Supreme Court in **Mohinder Singh Gill v. Chief Election Commissioner**, (1978) 1 SCC 405 wherein it has been categorically held that when a statutory authority makes an order based on certain grounds, its validity must be judged by the reasons so mentioned and cannot be supplemented by additional reasons in the shape of an affidavit.

Learned counsel would submit that the said principle has been reiterated by the Hon’ble Supreme Court in **JVPD Scheme Welfare Trust v. MHADA**, (2019) 11 SCC 361 wherein it has been held that an order must stand or fall on the reasons contained in the order itself and the authorities cannot improve their case by introducing new explanations during the course of litigation.

Applying the aforesaid principle to the facts of the present case, it is submitted that the impugned communication dated 10.10.2025 specifically mentions that the bid security was required to remain valid up to 04.01.2026. Therefore, the respondent authorities cannot now attempt to alter the said position by stating in their return that the validity period was only up to 02.01.2026. Such an attempt clearly amounts to introducing new reasons in order to justify an action which was otherwise unsustainable at the time it was taken.

Learned counsel therefore prays that the impugned communication dated 10.10.2025 declaring the petitioners disqualified deserves to be quashed and the respondent authorities be directed to treat the petitioners as technically qualified and to consider their bid in accordance with law. In the alternative, it is submitted that the tender process deserves to be reconsidered in order to ensure fairness, transparency and adherence to the conditions of the NIT.

10. We have heard learned counsel for the parties and considered their rival submissions made herein above and also gone through the entire records of the case with utmost circumspection.

11. The principal controversy involved in the present writ petition pertains to the interpretation of the tender conditions contained in the Notice Inviting Tender (NIT) dated 04.08.2025, particularly Clause 7 relating to validity of Bid Security and Clause 10 which provides that the bid validity period

shall be 90 days from the date of opening of the technical bid. The petitioners contend that the respondents have wrongly computed the period of bid validity and consequently the period for which the bid security was required to remain valid. According to the petitioners, the respondents have adopted an erroneous interpretation of the tender conditions in order to justify the disqualification of the petitioners and to extend an undue benefit to respondent No.4.

12. At the outset, it is necessary to note that the tender conditions clearly stipulated that the Bid Security was required to remain valid for a period of 45 days beyond the final bid validity period, while the bid validity period itself was prescribed as 90 days from the date of opening of the technical bid. The tender evaluation authority, upon examination of the documents submitted by the bidders, found that the bank guarantee furnished by the petitioners was valid only up to 18.10.2025, whereas the required validity period extended beyond that date. On account of this deficiency, the technical bid of the petitioners was declared disqualified. On the other hand, the bank guarantee submitted by respondent No.4 was found to be valid up to 02.01.2026 with claim expiry date extending much beyond that period, and therefore the bid submitted by respondent No.4 was treated as compliant with the conditions of the NIT.

13. The petitioners have attempted to demonstrate that the bid security ought to have remained valid up to 04.01.2026 and that the respondents have subsequently altered their stand by stating that the validity was required only up to 02.01.2026. However, upon careful examination of

the record, it appears that the difference sought to be highlighted by the petitioners arises essentially from the manner in which the period of validity has been calculated and not from any deliberate alteration of the tender conditions. In any event, even if the interpretation suggested by the petitioners is accepted for the sake of argument, the position remains that the bank guarantee submitted by the petitioners was valid only up to 18.10.2025, which is substantially shorter than either of the dates suggested by the parties. Therefore, the petitioners were clearly not compliant with the mandatory requirement of bid security validity.

14. It is well settled that in matters relating to government tenders and award of contracts, the terms of the tender document are to be strictly adhered to and the tendering authority is the best judge of its requirements. Courts ordinarily do not interfere with the interpretation of tender conditions adopted by the authority which has issued the tender, unless such interpretation is shown to be arbitrary, mala fide or wholly unreasonable.

15. The scope of judicial review in such matters has been authoritatively laid down by the Hon’ble Supreme Court in **Tata Cellular v. Union of India**, (1994) 6 SCC 651 wherein it was held that courts do not sit as appellate authorities over administrative decisions taken in contractual matters and judicial review is confined only to examining the decision-making process. The Court emphasized that the Government must have a certain freedom of contract and that the court should exercise restraint while reviewing decisions taken by expert bodies in tender matters.

16. Similarly, in **Jagdish Mandal v. State of Orissa**, (2007) 14 SCC 517 the Hon'ble Supreme Court has held that judicial review in tender matters is intended to prevent arbitrariness, irrationality, mala fides or bias, and not to examine whether the decision taken by the authority is the most correct or desirable one. The Court further cautioned that attempts by unsuccessful bidders to challenge tender decisions based on minor technical or procedural issues should ordinarily be discouraged, as interference in such matters may delay public projects and adversely affect public interest.

17. The Hon'ble Supreme Court has reiterated the same principle in **Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corporation Ltd.**, (2016) 16 SCC 818 wherein it was held that the interpretation of tender conditions primarily falls within the domain of the tendering authority and the court should not substitute its own interpretation unless the decision is arbitrary or irrational. Courts must respect the commercial wisdom of the authority responsible for executing the project.

18. Applying the aforesaid principles to the facts of the present case, it becomes evident that the decision taken by the respondent authorities to disqualify the petitioners was based upon objective evaluation of the documents submitted by the bidders and in accordance with the tender conditions. The petitioners admittedly failed to furnish a bank guarantee that remained valid for the period required under the NIT. Such a condition relating to bid security is an essential requirement of the tender process, and non-compliance with the same necessarily results in disqualification of the bid.

19. The contention of the petitioners that the respondents have adopted inconsistent positions with regard to the calculation of the validity period also does not advance their case in any meaningful manner, for the simple reason that even on the interpretation suggested by the petitioners themselves, the bank guarantee submitted by them did not satisfy the mandatory requirement of validity.

20. It is also pertinent to note that the tender evaluation process involves technical and commercial considerations which fall within the expertise of the tendering authority. Courts exercising jurisdiction under Article 226 of the Constitution ordinarily refrain from interfering with such decisions unless there is clear evidence of arbitrariness, mala fides or violation of statutory provisions. In the present case, no such circumstance has been demonstrated by the petitioners.

21. In view of the foregoing discussion, this Court is of the considered opinion that the petitioners have failed to establish any arbitrariness, mala fides or illegality in the decision-making process adopted by the respondent authorities while evaluating the bids submitted in response to the Notice Inviting Tender dated 04.08.2025. The petitioners admittedly did not comply with the mandatory requirement relating to the validity of the bid security and, therefore, the respondent authorities were justified in declaring the technical bid of the petitioners as disqualified.

22. The law relating to judicial review of tender matters, as laid down by the Hon’ble Supreme Court in **Tata Cellular**, **Jagdish Mandal** and **Afcons**

Infrastructure Ltd. (supra) clearly mandates that the court should exercise restraint in interfering with contractual and commercial decisions of the State unless the action complained of is patently arbitrary or actuated by mala fides. In the present case, the decision of the respondent authorities appears to have been taken strictly in accordance with the tender conditions and in the larger interest of maintaining fairness and uniformity in the tender process.

23. This Court is therefore not inclined to exercise its extraordinary jurisdiction under Article 226 of the Constitution of India to interfere with the impugned action of the respondents. Accordingly, the writ petition being devoid of merit is **dismissed**. No order as to costs.

Sd/-	Sd/-
(Ravindra Kumar Agrawal)	**(Ramesh Sinha)**
Judge	Chief Justice

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