

पथ निर्माण विभाग

दिनांक 27/8/26 को सम्पन्न परिवाद समिति की बैठक की कार्यवाही।

पथ प्रमंडल, हिलसा के अन्तर्गत पथ आस्तियों के अनुरक्षण हेतु दीर्घकालीन निष्पादन और उपलब्धि आधारित पथ आस्तियाँ अनुरक्षण संविदा (Long Term Output & Performance Based Road Assets Maintenance Contract) Under Package No.-40B/OPRMC-III for the year 2026-33 कार्य की निविदा के तकनीकी बीड में प्राप्त परिवाद पर विभागीय पत्रांक-2217(E) दिनांक-01.04.2026, पत्रांक-2360(E) दिनांक-09.04.2026 एवं पत्रांक-5625(E) दिनांक-17.08.2026 द्वारा गठित समिति की बैठक की कार्यवाही।

उपस्थिति:

- (i) श्री उमा कान्त रजक, अभियंता प्रमुख-सह-अपर आयुक्त-सह-विशेष सचिव (कार्य प्रबंधन), पथ निर्माण विभाग, बिहार, पटना।
- (ii) श्री अभिषेक पलासिया, संयुक्त सचिव, पथ निर्माण विभाग, बिहार, पटना।
- (iii) श्री राजेश कुमार गुप्ता, मुख्य अभियंता, संविदा प्रबंधन, नीतिगत मामले एवं लेखा परीक्षा, पथ निर्माण विभाग, बिहार, पटना।
- (iv) श्री राजकुमार, मुख्य अभियंता, दक्षिण, पथ निर्माण विभाग, बिहार, पटना।

2. दिनांक-14.08.2026 को आहूत तकनीकी बीड मूल्यांकन समिति की कार्यवाही, जो उपभागीय ज्ञापांक-2706 दिनांक-14.08.2026 द्वारा संसूचित है, में लिये गये निर्णय के विरुद्ध प्राप्त परिवाद पर मुख्य अभियंता, दक्षिण, पथ निर्माण विभाग, बिहार, पटना के पत्रांक-2833(अनु०) दिनांक-22.08.2026 के माध्यम से परिवाद पर दिनांक-22.08.2026 को आहूत तकनीकी बीड मूल्यांकन समिति की कार्यवाही एवं अनुशंसा के आधार पर विवरणी निम्नवत् है :-

- 2.1 कार्य का नाम एवं पैकेज संख्या : पथ आस्तियों के अनुरक्षण हेतु दीर्घकालीन निष्पादन और उपलब्धि आधारित पथ आस्तियाँ अनुरक्षण संविदा (Long Term Output & Performance Based Road Assets Maintenance Contract) Under Package No.-40B/OPRMC-III for the year 2026-33
- 2.2 योजना मद : 3054
- 2.3 निविदा आमंत्रित करने वाले प्रमंडल का नाम : पथ प्रमंडल, हिलसा।
- 2.4 प्रशासनिक स्वीकृति की राशि एवं प्रसंग : ₹17025.58 लाख।
विभागीय ज्ञापांक-3247(एस०) दिनांक-12.05.2026
- 2.5 तकनीकी स्वीकृति की राशि एवं प्रसंग : ₹17688.84 लाख।
मुख्य अभियंता, दक्षिण, पथ निर्माण विभाग, बिहार, पटना का ज्ञापांक-1703(अनु०), दिनांक-23.05.2026
- 2.6 ECV/परिमाण विपत्र की राशि : ₹15185.73153 लाख।
- 2.7 कार्य समाप्ति की अवधि : 84 (Eighty-four) Months.
- 2.8 निविदा की प्रक्रिया : ई-टेंडरिंग (MBD)
- 2.9 निविदा प्राप्ति की तिथि : 03.07.2026
- 2.10 प्राप्त निविदा क्या पुनर्निविदा है यदि हाँ तो कारण : पुनर्निविदा नहीं है।

3. विषयांकित निविदा में निम्नलिखित 14 (चौदह) संवेदकों द्वारा भाग लिया गया :-

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| (1) M/s Bhardwaj Construction. | (2) M/s A.K Construction Company |
| (3) Shristi Developers Pvt. Ltd. | (4) M/S Vinay Construction. |
| (5) Shivalaya Construction Ltd. | (6) M/S Dayanand Prasad Sinha & Co |
| (7) S&P Infrastructure Developers Pvt. Ltd. | (8) M/S KCC Infra Private Limited. |

(9) M/S Hari Construction & Associates Pvt. Ltd.

(10) M/S Niranjana Sharma.

(11) M/S Surendra Prasad & Company

(12) M/S Baijnath Nirman India Pvt. Ltd.

(13) M/S D.B Infratech, Mumbai.

(14) Ramjee Singh Construction Pvt. Ltd. & Surendra Prasad & Lahri Construction Pvt. Ltd. (JV)

4. दिनांक-14.08.2026 को तकनीकी बीड मूल्यांकन समिति द्वारा 14 (चौदह) निविदाकारों में से 09 (नौ) निविदाकार यथा— (i) M/s Bhardwaj Construction को MBD Section- Clause 2.2.1, Section 4E.5 के तहत (ii) M/s. A.K. Construction Company को MBD ITB Clause -17.3 एवं MBD Section 3 : Clause 2.3.3, Section 4E.8 & 4E.9, Form FIN-3, & FIN- 3 (a) एवं MBD Section 3: Clause 2.4.2 (b) के तहत (iii) M/s Vinay Construction को MBD ITB Clause 17.3 एवं MBD Section 4, ELI-1, ELI-2 के तहत (iv) Shivalaya Construction को MBD Section 3 : Clause 2.3.3, Section 4E.8 & 4E.9 एवं MBD Section 3 : Clause 2.6, Section 4, D.3 के तहत (v) M/s S&P Infrastructure Developers Pvt. Ltd. को MBD Section 3 : Clause 1.2.3, Section 4E.10, NIT की कंडिका-39 एवं MBD Section-3 Clause 1.2.1 (b) के तहत (vi) M/S KCC Infra Private Limited को MBD ITB Clause -17.3 एवं MBD Section 3 : Clause 2.3.3, Section 4E.8 & 4E.9, Form FIN-3, & FIN- 3(a) (vii) Hari Construction & Associate Pvt. Ltd. को MBD Section-3 Clause 1.2.3, Section-4E. 10 एवं NIT की कंडिका-39 के तहत (viii) Surendra Prasad & Co. को MBD Section-03 Clause 1.2.1 (b) के तहत एवं (ix) M/S D.B Infratech, Mumbai को MBD ITB Clause-17, Section 4B एवं MBD Section 3 : Clause 2.6, Section 4, D.3 के तहत तकनीकी बीड में असफल एवं शेष 05 (पाँच) निविदाकार यथा—(i) Shristi Developers Pvt. Ltd. (ii) M/S Dayanand Prasad Sinha & Co. (iii) M/S Niranjana Sharma (iv) M/s Baijnath Nirman India Pvt. Ltd. एवं (v) Ramjee Singh Construction Pvt. Ltd. & Surendra Prasad & Lahri Construction Pvt. Ltd. (JV) को तकनीकी बीड में सफल घोषित करने का निर्णय लिया जाता है।
5. उपभागीय ज्ञापक-2706 दिनांक-14.08.2026 द्वारा संसूचित दिनांक-14.08.2026 को सम्पन्न तकनीकी बीड मूल्यांकन समिति की निर्णय के विरुद्ध विषयांकित कार्य की निविदा के तकनीकी बीड में असफल निविदाकार यथा (1) Surendra Prasad & Co. के Ref.-शून्य दिनांक-16.08.2026 (2) M/s Bhardwaj Construction के Ref:-111 दिनांक-17.08.2026, (3) S&P Infrastructure Developers (P) Ltd., Ref No—S&P/Admin/2026-27/189 दिनांक-14.08.2026 (4) M/s Vinay Construction का पत्रांक-शून्य दिनांक-17.08.2026, एवं (5) KCC Infra Pvt Ltd के Ref.-शून्य दिनांक-17.08.2026 के द्वारा परिवाद/अभ्यावेदन/आपत्ति समर्पित किये जाने के परिप्रेक्ष्य में मुख्य अभियंता, दक्षिण, पथ निर्माण विभाग, बिहार, पटना के पत्रांक-2833(अनु०) दिनांक-22.08.2026 द्वारा परिवाद पर दिनांक-22.08.2026 को आहूत तकनीकी बीड मूल्यांकन समिति की बैठक की कार्यवाही एवं अनुशंसा समर्पित की गई है।
6. परिवाद:-उपरोक्त तकनीकी बीड में असफल 09 (नौ) निविदाकारों में से 05 (पाँच) निविदाकारों यथा— (i) Surendra Prasad & Co. के Ref.-शून्य दिनांक-16.08.2026 (ii) M/s Bhardwaj Construction के Ref:-111 दिनांक-17.08.2026, (iii) S&P Infrastructure Developers (P) Ltd., Ref No—S&P/Admin/2026-27/189 दिनांक-14.08.2026 (iv) M/s Vinay Construction का पत्रांक-शून्य दिनांक-17.08.2026, एवं (v) KCC Infra Pvt Ltd के Ref.-शून्य दिनांक-17.08.2026 द्वारा विषयांकित कार्य के तकनीकी बीड मूल्यांकन पर परिवाद प्राप्त हुआ है, जो निम्नवत् है :-

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
1.	M/s Surendra Prasad & Company	1. Present representation/objection is being filed to reconsider the candidature of the M/s Surendra Prasad and Company for grant of work/Technical Bid, pursuant to NIT (Long Term Output & Performance Based Road Assets Maintenance Contract) (Under Package no.-40B/OPRMC-III Under Road Division Hilsa for the year 2026-2033); as M/s Surendra prasad and Company is fulfilling all requisite criteria for grant of work and pursuant to decision taken by Technical Bid Evaluation committee, Office of Chief Engineer, South, Road construction Department, Patna, Bihar, as contained in memo no. 2705 dated 14.08.2026, which was uploaded on website on 14.08.2026, whereby and where under my candidature (Technical Bid) has been declared as nonresponsive/ I am declared disqualified, mentioning therein that "M/S Surendra Pd. & Co. is disqualified from the technical bid by the committee, as; under Road Division No.-1, Aurangabad for the work of Chimli Tola to Langurahi road under RCPLWEA, as per agreement 02 RCPLWEA/2024-25, the date of commencement of work was 10.01.2025 and the work was to be completed in 9 months, but even today the work is incomplete. Hence, under section-0 3 Clause-1.2.1(b) of M BD, they do not	औरंगाबाद जिला अन्तर्गत चिमली टोला से लंगुराही कार्य का निविदाकार द्वारा एकरारनामा 02RCPLWEA/2024-25 दिनांक-10.01.2026 को किया गया। एकरारनामा के अनुसार कार्य प्रारम्भ की तिथि-10.01.2026 एवं कार्य 09 माह में पूर्ण किया जाना था, परन्तु आजतक भी कार्य अधुरा है। संवेदक द्वारा 20 सितम्बर 2026 तक कार्य पूर्ण करने का शपथ पत्र दिया गया है। कार्य को समय पर पूर्ण नहीं करने के लिए संवेदक जिम्मेवार है। अतः MBD Section-03 Clause 1.2.1 (b) के तहत Record of poor Performance such as	तकनीकी बीड मूल्यांकन समिति की अनुशंसा से सहमत।

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क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		fulfill the requisite eligibility for the tender due to record of poor performance such as inordinate delays in completion. 2. The brief facts for proper appreciation is that pursuant to the NIT published by the Department from the office of Executive Engineer Road Division, Hilsa, Name of the work-(Long Term Output & Performance Based Road Assets Maintenance Contract) (Under Package no. 40B/OPRMC-III under road division Hilsa for the year 2026-2033); and also for different works, M/s Surendra Prasad and Company being a registered class-1 contractor fulfilling requisite criteria had participated in the tender process and had applied for (Long Term Output & Performance Based Road Assets Maintenance Contract) (Under Package no.-40B/OPRMC-III for the year 2026-2033); and the tender documents were duly uploaded and the same was received in your office. The other bidders also participated in the tender process. 3. The Department Technical Bid Evaluation committee headed by Chief Engineer, South, Road construction Department, Patna, Bihar, and other two members one Secretary (Adm) to Chief Engineer South, Road Constriction Department, Patna, and other	inordinate delays in completion के कारण निविदाकार को असफल घोषित किया गया है। अतः परिवाद के बिन्दु को अमान्य की जाती है।	

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		Superintending Engineer, Central Road Circle, Patna, in its meeting dated 14.08.2026 has declared my technical bid as Non-responsive/ disqualified taking in to consideration "section-03 Clause-1.2.1(b) of MBD, they do not fulfill the requisite eligibility for the tender due to record of poor performance such as inordinate delays incompletion of work Namely; under Road Division No.-1, Aurangabad for the work of Chimli Tola to Langurahi road under RCPLWEA, as per agreement 02 RCPLWEA/2024-25, the date of commencement of work was 10.01.2025 and the work was to be completed in 9 months, but even today the work is incomplete, Pursuant to some letter no. 846 (Anu) dated 10.07.2026 issued by the Superintending Engineer, Magadh Road Circle, Gayaji, without even noticing the M/s Surendra Prasad and Company, which is the basic requirement, pursuant to and in compliance to the Principles of Natural Justice. 4. That I was shocked and taken by surprise when I came to know about rejection and non consideration of my candidature, somehow I gathered myself and tried to verify section-03 Clause-1.2.1(b) of MBD.		

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		5. That it is relevant to mention that Agreement no. 02 RCPLWEA/2024-25, under the Executive Engineer, Road Construction Department, Road Division-01, Aurangabad, was signed on 2nd of January 2025, Date of commencement of work was 10.01.2025 and the period of completion of work was 9 months. 6. That it is relevant to bring a relevant fact for kind consideration that the full form of RCPLWEA which is Road Connectivity Project for Left Wing Extremism Affected Areas, is self suggestive and self explanatory that It is a special separate vertical scheme under the Pradhan Mantri Gram Sadak Yojana (PMGSY) managed by India's Ministry of Rural Development, for badly extremist affected areas: Target Areas: Covers 44 of the worst Left Wing Extremism (LWE) affected and adjoining districts across 9 states (including Bihar, Chhattisgarh, Jharkhand, and others). Main Goal: Build all-weather roads and bridges. Two Main Purposes: i). Help security forces move easily for anti-LWE operations. ii). Bring better economic growth,		

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		schools, and health care to remote areas 7. That soon after allotment of work, I being a reputed company have diploid skilled workmen, Engineers, Laborers, Plant & Tools, machines, Equipments, for carrying out and completion of work, but unfortunately, on one pretext or the other the work was forcefully stopped by the Extremists every time and the fact was well informed to the Divisional as well as departmental authorities from time to time. Moreover, I vide request letter dated 14.07.2026 have furnished undertaking to the effect that he shall positively completing the work bearing Agreement no. 02 RCPLWEA/2024-25, by 30th be of September 2026 and an affidavit to that effect has also been filed, along with revised work program me. (Copy annexed). 8. That it is reiterated that Department has issued NIT from the office of Executive Engineer Road Division, Hilsa, Name of the work-(Long Term Output & Performance Based Road Assets Maintenance Contract) (Under Package no.-40B/OPRMC-III for the year 2026-2033) for different works petitioner being a registered class-1 contractor fulfilling requisite criteria had participated in the tender process and had applied Package no.- 40B/OPRMC-III		







क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		for the year 2026-2033 and the tender documents were duly uploaded and the same was received in office, and entire experience certificates and all other requirements are being fulfilled by the M/s Surendra Prasad and Company and the ground taken for rejection of the technical bid is not at all attributable for the, the delay in not inordinate, but, is beyond the control of, moreover, I am keen and sincere and taking all necessary steps for getting the work done and completing the same and have requested the authorities to cooperate and take sympathetic view of the matter. In any view of the matter from the fact and circumstances stated and most humbly and respectfully narrated in the aforementioned paragraphs, there is no any inordinate delay in completion of work bearing Agreement no. 02 RCPLWEA/2024-25, the delay is not at all attributable to me, rather I have taken all necessary, sincere efforts for carrying out and taking all necessary steps for completion of the work in question. You are hereby requested to reconsider, take a sympathetic view of the matter, on the decision dated 14.08.2026 as contained in memo no. 2694, as there is no inordinate delay in completion of work, more so, I am not responsible for delay in completion of the work bearing		

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		Agreement no. 02 RCPLWEA/2024-25, there is no inordinate delay on my part, rather it is reiterated that I have already furnished undertaking to the effect that I shall positively be completing the work bearing Agreement no. 02 RCPLWEA/2024-25, by 30th of September 2026 and an affidavit to that effect has also been filed, along with revised work programme vide request letter dated 14.07.2026, to the authorities of the Department as well as to the Executive Engineer, Road Construction Department, Road Division-01, Aurangabad and the work after due negotiations from the extremists, is running in full swing and considerable work has also been completed and the entire work if no any further hindrances occur, the work will be completed well within time line provided as per undertaking. Moreover, the I possesses requisite criteria, -(Long Term Output & Performance Based Road Assets Maintenance Contract) (Under Package no.-40A/OPRMC-III for the year 2026-2033) required for grant of work for which I have applied and participated in the tender process and it is further requested to accept my technical bid and allow me to participate in further process of tender, open my financial bid along with other bidders and consider my case		

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		for grant the present work, as the same is source of livelihood for earning bread for the persons associated with my company for completion of work and for myself. And for that I shall be thankful and grateful to you		
2.	M/S Bhardwaj Construction	That this objection/representation is being filed by the petitioner in pursuance of order dated 14.08.2026 by which the technical bid of the petitioner has been rejected on the ground that he has not shown the column for pending litigation whereas a writ petition bearing CWJC No. 7703 of 2026 is pending before the Hon'ble High Court, Patna regarding payment of the price escalation as provided under clause 10 (C), (A) and 10 (C), (c) under Vaishali Road Division, Hajipur, Road Construction Department whereas the said clause is a non essential condition and whereas the technical bid of some other similarly situated bidder has been passed and they have been declared successful as will be apparent from the statements made in paragraphs here in below. A copy of the order dated 14.08.26 is annexed here with and marked as Annexure-1 2. That it is relevant to mention some relevant facts for better appreciation of this case. 3. That it is stated that a NIT was published for work namely OPRMC under package no. 49C OPRMC-III for the year 2026-33 Road Division Sherghati and the price of the contract was Rs.18988.22 Lacs and as the	निविदाकार M/S Bhardwaj Construction के विरुद्ध Litigation लंबित है, जिसे Pending Litigation अन्तर्गत नहीं दर्शाया गया है। जिस कारण MBD Section-3 Clause 2.2.1, Section 4E, 5 का उल्लंघन है। अतः परिवाद को अमान्य किया जाता है।	तकनीकी बीड मूल्यांकन समिति की अनुशंसा से सहमत।

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		petitioner was having all the requisite qualification he also participated in the said bid by filing an appropriate bid form along with all the requisite documents and requisite earnest money as will be apparent from the report attached in the abovesaid order dated 14.08.2026 from perusal of which it will manifestly be apparent that the petitioner mentioned in column no. 5 that he is fulfilling all the essential condition as mentioned in notice inviting tender and MBD and he is having all the requisites experience required for the said work. 4. That it is stated that altogether 6 tenderors including MG contractor Pvt. Ltd, Dwarika Singh and the petitioner but the technical bid of the petitioner has been rejected on the ground that he has not mentioned regarding the pendency of above mentioned CWJC No. 7703 of 2026 which was a non essential condition as this condition has nothing to do with the nature of the abovesaid work but at the same time the technical bid of Dwarika Singh (who has also not disclosed regarding the pendency of CWJC No. 16829 of 2025 Dwarika Singh Versus The State of Bihar & others and have mentioned the said column regarding pending litigation as not applicable) has been approved and he has been declared successful in technical bid but the case of the petitioner has been differently treated as will be apparent from the present status of the abovesaid case CWJC No. 16829 of 2025 and from the perusal of the letter dated 30.06.2026 showing that Dwarika Singh had mentioned the word not applicable regarding pending litigation. A copy of the present status of case of	Dwarika Singh इस निविदा में	

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क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		CWJC No. 16829 of 2025 along with letter dated 30.06.2026 issued by Dwarika Singh is annexed here with and marked as Annexure-2 5. That it is also relevant to mention here that likewise in other tenders for similar works, the technical bid of some other bidder who have not disclosed regarding pendency of cases before Hon'ble High Court, Patna in the column of pending litigation but they have been declared successful in technical bid. For example M/s Mother India Construction Pvt. Ltd has file CWJC No. 2824 of 2025 which is pending before the Hon'ble High Court, Patna and he has also not disclosed the abovesaid facts in the tender document but he has been declared successful in several technical bids in package no. 34(B) under Ara Division package no. 33(A) under Sheikhpura Division, package no. 46(A) and 46(B) under Jehanabad Division likewise one Baijnath Nirman India Pvt. Ltd. had also filed CWJC No. 16954 of 2024 which is also pending and despite non discloser of the same in the tender document, he has been declared successful in technical bid in package no. 40(B) under Hilsa Division and one Sristi Developers Pvt. Ltd. has also filed CWJC No. 10134 of 2026 which was pending till 13.07.2026 but the same has not been disclosed by him in the tender form filled up/ submitted by/ before 03.07.2026 but he has also been declared successful in technical bid in package no. 40(B) under Hilsa Division, package no. 48(B). under Nawada Division, package no. 39(A) under Biharsharif Division and package no. 22(A) under Katihar Division but the case of the petitioner has been treated differently all the	निविदाकार द्वारा भाग नहीं लिया गया है। अतः परिवाद विचारणीय नहीं है। M/s Mother India Construction Pvt. Ltd इस निविदा में निविदाकार द्वारा	

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		abovesaid fact will manifestly be apparent from the cases status published on the high site and as such it is manifestly evident that the abovesaid condition of disclosing the pending litigation is purely a non essential condition and the technical bid of the petitioner out not to have been rejected on such grounds as he is fulfilling all the essential conditions. Copies of the present case status is annexed here with and marked as Annexure-3 Series 6. That at this stage it is relevant to mention here that it has been held in so many cases by the Hon'ble High Court, Patna that in all tender process the requirement can be broadly categorize as those which laid down essential conditions of eligibility and the other which are merely insularly or subsidiary to the main object and in the present case requirement of clause 2.2.1 of the MBD is not related with the main object of the work and hence the rejection of technical bid of the petitioner is bad in law it is also relevant to mention here that it is also settled principle that the concerned authorities should realized that award of contracts are sources of livelihood and the concerned authorities should not insist on hyper technicalies and here splitting and they must give up there image of specializing in finding out all the wrong and hyper technical reasons to defeat genuine cases but in the present case the technical bid of the petitioner has been rejected on the ground relating to a very non essential condition. 7. That in view of the abovesaid facts and circumstances it is manifestly apparent that the case of the petitioner	भाग नहीं लिया गया है। अतः परिवाद विचारणीय नहीं है। निविदाकार Bajinath Nirman India Pvt. Ltd. द्वारा CWJC No. 16954 of 2024 जो बिहार राज्य पुल निर्माण निगम लि० से संबंधित है एवं Present status pending है। Pending litigation upload नहीं किया गया है। अतः परिवादी का आरोप मान्य किया जाता है। Sristi Developers Pvt. Ltd. द्वारा 10134 of 2026 निविदा के Pending litigation में	Sristi Developers Pvt. Ltd. द्वारा निविदा की अंतिम तिथि 03.07.2026

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		has been rejected on a very hyper technical ground as the condition laid down in 6 clause 2.2.1 of the MBD which is a non essential condition as will be apparent from the abovesaid statements that some similarly situated other bidders have been declared successful in the technical bids where as they have also not fulfilled the condition of abovesaid clause 2.2.1 which itself clarifies that it is a non essential condition It is, therefore, prayed that your lordships may graciously be pleased to consider this objection/representation and after hearing the petitioner be pleased to allow this objection/representation petition and approve/pass the technical bid of the petitioner and be pleased to declare the petitioner successful in technical bid and be pleased to open his financial bid. And/Or Pass such order/orders may deem fit and proper.	upload नहीं किया गया है। अतः परिवादी का आरोप मान्य किया जाता है।	के बाद 08.07.2026 को CWJC No.- 10134/2026 दायर किया गया है। परिवाद का यह बिन्दु अमान्य है।
3.	M/s S&P Infrastructure Developers Pvt. Ltd.	We, M/s S&P Infrastructure Developers Private Limited (the "Bidder"), submitted our Bid for the above work by the extended deadline of 03.07.2026. By the technical evaluation proceedings dated 14.08.2026, the Bid has been declared non-responsive on two grounds: (i) an alleged declaration of the Bidder as a 'Non-Performer' in relation to the work of strengthening Km 0.00 to Km 21.00 of Ara (NH-30) to Chapra (NH-19) via Babura-Doriganj Road for 2022-23; and (ii) alleged non-submission of Engineer-in-Charge certificate for existing commitment. The Bidder respectfully seeks an immediate, reasoned reconsideration before the Financial Bids are opened or any irreversible step is		तकनीकी बीड मूल्यांकन समिति की अनुशंसा से सहमत।

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		taken. 1. Alleged declaration as Non-Performer 2. Clause 2.2.2 of Section 3, read with Form CON-1, says that contract non-performance during the last five years can be considered only when the dispute has been fully settled. It also explains that a dispute is fully settled only after it has been decided under the contract and all available appeals have been completed. 3. In our case, there is no such final decision. A rectification notice, departmental letter, internal remark, or pending dispute cannot by itself prove that a contractor is a Non-Performer under Clause 2.2.2. 4. We have never received any show-cause notice or final order declaring us a Non-Performer for the Ara-Chapra via Babura-Doriganj Road work. The technical evaluation also does not mention the number, date, issuing authority, or validity of the alleged order. We therefore request you to provide us a copy of the order relied upon. Until such a final order is shown, this reason should not be used to reject our Bid. 5. The Ara-Chapra via Babura-Doriganj Road work has already been completed. After completion, the Executive Engineer issued a letter dated 08.06.2026 for some rectification work. We responded and arranged the required manpower and machinery. The work took some time because resources had to be arranged again and permission was required from the District Administration for	कार्यपालक अभियंता, शाहाबाद पथ प्रमंडल, आरा का पत्रांक-3528 दिनांक-31.12.2025 पत्रांक-1167 दिनांक-30.03.2026, पत्रांक-1682 दिनांक-25.05.2026 एवं अधीक्षण अभियंता का पत्रांक-1234 (अनु०), दिनांक-18.06.2026 जो कि परिवाद में संलग्न है, से स्पष्ट है कि क्षेत्रीय अभियंताओं द्वारा कार्य करने हेतु निदेशित किया गया है, परन्तु संवेदक द्वारा कार्य नहीं किया गया है। कार्यपालक अभियंता द्वारा	

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		traffic management. These facts were explained in our letters dated 13.07.2026 and 01.08.2026. 6. This is only a rectification matter after completion of the work. It has not been finally decided against us under the contract. Therefore, it should not be treated as poor performance or as a ground for rejecting our Bid under Clauses 1.2.1(b) and 2.2.2. 7. Declaring a contractor as a Non-Performer has serious effects on its business. Before taking such action, the contractor must be issued the Show Cause Notice of the proposed action and given a proper chance to explain its case. We were not given any such notice or opportunity and even also not been issued a formal letter declaring us a Non-Performer. Therefore, application of Clauses 1.2.1(b) and 2.2.2 for disqualification is beyond the terms of the tender. 2. Certificate for ongoing works 8. The second reason says that the Engineer-in-Charge certificate for one ongoing work was not uploaded as required under Clause 1.2.3 of Section 3, Section 4E.10/Form FIN-4, and Serial No. 39 of the NIT. However, the evaluation does not mention which work or certificate is missing. It also does not show the amount taken for that work or the calculation of our bid capacity. 9. We had disclosed all our ongoing works in the Bid and submitted the certificates available with us. Copies of the certificates are again enclosed	स्पष्ट लिखा गया है कि TTRI के जाँच प्रतिवेदन से स्पष्ट होता है कि आपके द्वारा आरा-छपरा भाया बबुरा पथ के चैनेज 8 से 9 कि०मी० में कराये गये PQC कार्य Specification के अनुरूप नहीं है। अतः अपने खर्च पर उक्त कार्य Dismantle कर पुनः Specification के अनुरूप PQC कार्य कराना सुनिश्चित करें। निविदाकार का उक्त कार्य MBD Section-3 की कंडिका 1.2.1 (b) poor performance की श्रेणी में आता है। अतः परिवाद का आरोप मान्य नहीं है। NIT की कंडिका-28 के	

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		for easy reference. We had given the name of each project, the employer, contract amount, completion period, and balance commitment. We did not hide any work or liability. 10. In EPC contracts, the officer performing the role of Engineer-in-Charge is generally called the Authority's Engineer or Authority Engineer under Article 18 of the EPC Agreement. Therefore, a certificate issued by the competent Authority Engineer should be accepted even though the designation is different. 11. We are not asking for any change in our Bid or for adding any new experience or qualification. We are only asking for confirmation of the information already submitted with the Bid. 12. Under ITB Clauses 22 and 25, the Authority may ask the bidder for clarification or supporting documents, provided that the Bid price and its main contents are not changed. The required confirmation would only verify the details already given in Form FIN-4 and would not change our Bid in any manner. 13. The issue relates to only one work out of around 30 works disclosed by us. If there was any doubt, the Authority could have asked us for clarification. It could also have taken the full balance value of that work while calculating our bid capacity and checked whether we still met the requirement. 14. We therefore request the Evaluation Committee to tell us which certificate is considered missing and provide the bid-capacity	अनुसार Existing Commitment of ongoing work के सूची में सभी कार्य के Supporting documents क EIC द्वारा निर्गत पत्र Upload किया जाना आवश्यक है। अतः परिवाद में उल्लेखित बिन्दु को अमान्य किया जाता है।	

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		calculation. We are ready to submit the required confirmation from the Authority Engineer/Engineer-in-Charge immediately. 15. In view of the above, the Bidder respectfully requests that the competent authority to declare our bid responsive/qualified in accordance with tender documents and open our Financial bid. This representation is made bona fide and without prejudice to all contractual, statutory, and constitutional rights and remedies available to the Bidder. The Bidder requests a speaking decision before the Financial Bids are opened and communicated to it at the earliest.		
4.	M/S Vinay Construction	I, being a Partner of M/s Vinay Construction, Ram Nagar, Nawada, respectfully submit that our firm participated in the tender invited by your department for the "Long Term Output & Performance Based Road Assets Maintenance Contract) Under Package No.-40B/OPRMC-III for the year 2026-33. In the meeting of the Tender Committee held on 14.08.2026, our firm was declared disqualified on the following grounds: 1. The validity of the Bid Security (Bank Guarantee) was less than 180 days from the last date of submission of the tender. 2. Power of Attorney was not uploaded With due respect, I submit the following facts for your kind consideration: 1. Regarding the Validity of the Bank Guarantee As per the original Notice Inviting	निविदाकार द्वारा Upload किए गए B.G की वैधता 162 दिन है जबकि MBD ITB Clause 17.3 के अनुसार EMD की वैधता न्यूनतम 180 दिन होना	तकनीकी बीड मूल्यांकन समिति की अनुशंसा से सहमत।

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		Tender (NIT), the last date for submission of bids was 04.06.2026 up to 03:00 PM. through the e-procurement portal https://eproc2.bihar.gov.in. Thereafter, the last date was successively extended to 08.06.2026, 19.06.2026, 03.07.2026, and subsequently further extended by the Department from time to time. Our firm initiated the process of obtaining the Bank Guarantee immediately after the publication of the original NIT, keeping in view the original bid submission date of 04.06.2026. Therefore, if the validity of the Bank Guarantee is calculated with reference to the original closing date of the NIT, the Bank Guarantee satisfies the prescribed validity requirement. The apparent shortfall of the required 180-day validity has occurred solely because the Department extended the bid submission date several times, which was entirely beyond the control of our firm. Hence, our firm should not be penalized or disqualified for circumstances arising due to subsequent extensions of the tender schedule. Further, the Bank Guarantee submitted by us is an unconditional Bank Guarantee and also provides a Claim Period after its expiry. Therefore, the validity and enforceability of the Bank Guarantee may kindly be considered in its entirety. In the interest of fairness and natural justice. I respectfully request that, instead of disqualifying our firm	अनिवार्य है। अतः परिवाद के इस बिन्दु को अमान्य किया जाता है।	

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क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		outright, the Department may kindly issue a request to our Bank for extension of the validity of the Bank Guarantee. If the Bank formally declines such extension, the Department may thereafter take an appropriate decision in accordance with the tender conditions. 2. Regarding the Requirement of Power of Attorney M/s Vinay Construction is a duly constituted Partnership Firm consisting of only two Partners: 1. Mr. Ram Naresh Singh Yadav- 50% Share 2. Mr. Vinay Kumar-50% Share Both Partners hold equal ownership and management rights in the firm. It is respectfully submitted that at no point during the registration of our firm with your Department/RWD was any separate Power of Attorney submitted or required. The Departmental Registration of M/s Vinay Construction stands in the name of the First Partner, Mr. Ram Naresh Singh Yadav, and only his name and photograph are reflected in the departmental registration records. Despite the absence of a separate Power of Attorney. the Department has accepted our registration and permitted our firm to participate in departmental works over the years. Further, Clause 12 of our Partnership Deed expressly authorizes either Partner		

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		to represent the firm, submit bids, execute agreements, undertake contractual obligations, and perform all acts necessary for and on behalf of the firm. Therefore, the Partnership Deed itself constitutes sufficient authority, making a separate Power of Attorney unnecessary. It is also respectfully submitted that during the Pre-Bid Meeting, clarification regarding the requirement of Power of Attorney was provided primarily in the context of Joint Venture firms, which is distinguishable from the case of a Partnership Firm like ours. Moreover, our firm has previously been declared technically qualified and awarded works under the same Partnership arrangement without submitting any separate Power of Attorney. Most importantly, your Department has previously awarded OPRMC works to Mis Vinay Construction without requiring any separate Power of Attorney. Even at present, our firm is successfully executing an OPRMC work under Road Division, Hilsa, and simuar OPRMC works have also been executed by us in the past under the same arrangement. Similarly, under the Rural Works Department (RWD), various works such as MR (Maintenance & Repair), RRSMP, Bridge Works, and other road projects have also been awarded to our firm without insisting upon a separate Power of Attorney. In all such cases, the		





क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		Department accepted our Partnership Deed and recognized the authority of the Partners without any objection. Therefore, when the Department itself has consistently recognized our firm's eligibility under the same Partnership structure and has entrusted us with several works, including ongoing OPRMC works, disqualifying our firm in the present tender solely for want of a separate Power of Attorney is neither fair nor consistent with the Department's own established practice 3. Prayer In view of the facts stated above, I most respectfully request that the Department may kindly: • Reconsider the decision of the Tender Committee dated 14.08.2026 declaring M/s Vinay Construction disqualified. • Re-examine the validity of our Bank Guarantee with reference to the original NIT closing date of 04.06.2026. • Kindly issue a request to our Bank for extension of the validity of the Bank Guarantee • Treat the authority vested under Clause 12 of the Partnership Deed as sufficient authorization in place of a separate Power of Attorney. • Take into consideration that no separate Power of Attorney was ever submitted at the time of registration of our firm with the		

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		Department, and that the Departmental Registration itself reflects only the name and photograph of the First Partner. Mr. Ram Naresh Singh Yadav. - Consider the clarification given during the Pre-Bid Meeting regarding the requirement of Power of Attorney. - Take into account that the Department has previously awarded OPRMC works and that the Rural Works Department has also awarded MR. RRSMP. Bridge and other works to our firm without requiring a separate Power of Attorney. - Recognize the Department's own consistent past practice and, on that basis, declare Mis Vinay Construction eligible in the present tender. - Restore the eligibility of Mis Vinay Construction and allow our firm to continue in the tender process in accordance with the applicable rules and tender conditions.		
5.	KCC INFRA PVT LTD	From the proceedings of the Technical Bid Evaluation Committee dated 14.08.2026 (para 4.2(vi) read with SI. No. 17 and SI. No. 22 of the comparative statement annexed thereto), we find that our technical bid has been held Non-Responsive on the following two grounds only: (a) that the Bank Certificate furnished by		तकनीकी बीड मूल्यांकन समिति की अनुशंसा से सहमत।

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		us towards Financial Resources under Form FIN- 3 / FIN-3(a) pertains to Package No. 40A/OPRMC-III, Road Division, Hilsa, and not to Package No. 40B — recorded in the comparative statement as “Bank Certificate attached for wrong package 40A”; and (b) that the Hot Mix Plant offered by us is held on lease. Consequent upon the above two observations, our bid has been treated as failing the requirement of MBD ITB Clause 17.3 and MBD Section 3: Clause 2.3.3, Section 4E.8 & 4E.9, Form FIN-3 & FIN-3(a). With the highest respect to the Committee, we most humbly submit that both the aforesaid observations are factually incorrect, and appear to have arisen from an inadvertent oversight a during the scrutiny of our voluminous uploaded bid documents. The documents fully satisfying both the requirements were, in fact, uploaded by us as part of the bid itself, before the closing of the bid submission time. The relevant page references are furnished below, A. Bank Certificate for Package No. 40B was duly uploaded with the bid (Page 278) The Bank Certificate in the format prescribed under Form FIN-3(a) [Section 4E.9 of the MBD], issued in favour of		

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		M/s KCC Infra Private Limited and specifically naming the work under Package No. 40B/OPRMC-III, Road Division, Hilsa, was uploaded by us at page 278 of the PDF file titled "AllRemainingdocs40B_compressed.pdf" forming part of our bid on the e-procurement portal. A copy of the said page is enclosed herewith for ready reference (Annexure-1). The said certificate confirms availability of credit/overdraft facility to the extent of & 40.00 Crore, which is not less than the requirement of = 1,518.57 lakh, being 10% of the Estimated Cost Value of & 15,85,73,153 stipulated under Section 3, Clause 2.3.3 of the MBD. Our bid therefore fully complies with Section 3 Clause 2.3.3 read with Section 4E.8 and 4E.9 and Forms FIN-3 and FIN-3(a). 'It appears that, while examining our submission, a certificate relating to another package which also formed part of the record was taken up for evaluation, and the certificate at page 278 relating to Package No. 40B escaped notice. The document being very much on record within the bid, the observation of "wrong package" is, with respect, not sustainable. B. The Hot Mix Plant is owned by the	क्रमांक A अन्तर्गत वर्णित परिवाद को मान्य किया जाता है।	

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क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		Company and is not on lease (Pages 231-234) Section 3, Clause 2.6 of the MBD requires that the Bidder shall own at least one Hot Mix Plant of 40-60 tonne/hour capacity, not more than 15 years of age. We respectfully submit that the Hot Mix Plant offered by us is owned by M/s KCC Infra Private Limited and has neither been taken on lease nor on hire. The purchase invoice(s) of the Hot Mix Plant, issued in the name of M/s KCC Infra Private Limited, were uploaded by us at pages 231 to 234 of the very same PDF file "AllRemainingdocs40B_compressed.pdf", along with the duly filled Form EQU (Section 4, D.3]. Copies of the said pages are enclosed herewith (Annexure-II). The ownership of the plant by the Company is thus evident from the bid documents themselves, and the observation that the plant is "leased" is, with respect, contrary to the record. C. Further submissions Under ITB Clause 24.1 of the MBD, the determination of the responsiveness of a bid is to be based on <i>the contents of the bid itself</i>. As both the documents in question formed part of our bid as uploaded, our bid, on its own contents, meets the qualification requirements and is substantially responsive within the	क्रमांक B अन्तर्गत वर्णित परिवाद को मान्य किया जाता है।	

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		meaning of ITB Clause 24.2. Without prejudice to the above, and only by way of alternative submission, even if any doubt or ambiguity was perceived by the Committee with regard to the documents, ITB Clause 22.1 empowers the Employer to seek clarification from a Bidder, and ITB Clause 25.1 expressly permits the Employer to call upon a Bidder to furnish information or documentation to rectify non-material non-conformities relating to documentation requirements. Had any such clarification been sought, we would have immediately pointed out the exact page numbers, as we are doing now. No such opportunity was, however, afforded to us. It may kindly be appreciated that, save for the two observations dealt with hereinabove, our bid has been found to meet every other qualification requirement of the tender — including Bid Security, Bid Validity, Historical Financial Performance, Annual Turnover, Net Worth, Bid Capacity, General Experience, Specific Experience, Personnel, Equipment and all other documentary requirements — as is evident from the comparative statement itself. Our rejection therefore		

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		rests solely on two grounds which do not survive verification of the record. It is further submitted that our exclusion on such grounds would not only cause grave and irreparable prejudice to the Company, but would also deprive the Department of a competitive offer in a tender of substantial value, which is not in the interest of the public exchequer. We may also respectfully draw kind attention to para 4.3 of the proceedings dated 14.08.2026, which provides that the financial bids of technically qualified bidders shall be opened provided that no complaint/objection is received within the period of two days prescribed in the departmental instructions. The present representation is accordingly being submitted within the said stipulated period, and it is prayed that the opening of the financial bids may kindly be kept in abeyance until this representation is disposed of at the competent level.		
6	M/S Surendra Prasad & Company	This Pariwad is in Reference to OPRMC Package no- 39B under R.C.D Road division Biharsharif. This is to say that in this Package 8 Bidder have Participated. out of any 8 Bidder only 2 Bidder have been declared successful. namely (1) RCS & SPL (JV) (2) M/s Shristi Developers Pvt. Ltd. I would like to draw your attention towards the paper uploaded by M/s Shristi Developers Pvt. Ltd. In this	निविदाकार Shristi Developers Pvt. Ltd. के द्वारा OPRMC Package no- 40B के अन्तर्गत निविदा में अपलोड किये गये संबंधित कागजात की जाँच की गई। तदालोक में Shristi Developers Pvt. Ltd. के द्वारा MBD	MBD के Section 3, 2.6 के तहत Bidder को HMP (40-60 TPH Capacity) own करने से संबंधित supporting document निविदा में

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		technical sheet regarding hot mix plant it is compulsory for the Bidder to have hot mix plant ownership in his name in this tender the Bidder has not been submitted any evidence of possession of hot mix plant in the name of firm M/s Shristi Developers Pvt. Ltd. The hot mix plant as shown in the tender uploaded by M/s Shristi Developers Pvt. Ltd. is in the name of M/s Vashistha Narayan Singh Construction Sheikhpura, GST No-10AAFCV0432M1ZM Invoice No-T1/2103067, Dated - 04/02/2021. He has also participated in the tender in OPRMC Phase III, Package no-27A/Hajipur in this tender in the technical Bid M/s Shristi Developers Pvt. Ltd. has been made non responsive on the basis of not owing hot mix plant in the name of M/s Shristi Developers Pvt. Ltd.	Section: 4 D3 form EQU में Hot Mix Plant DM-50 owned दिखाया गया है परंतु इसके साथ uploaded tax invoice Vashisth Narayan singh Construction के नाम से है। अतः परिवाद को मान्य किया जाता है।	upload करना है। Shristi Developers Pvt. Ltd. द्वारा supporting document के रूप में Bihar State Pollution Control Board के पत्रांक-314 दिनांक-11.02. 2022 द्वारा निर्गत HMP का NOC निविदा में संलग्न किया गया है, जो Shristi Developers Pvt. Ltd. के नाम से निर्गत है। साथ ही Shristi Developers Pvt. Ltd. द्वारा HMP का 17.01.2022 का Calibration Certificate निविदा में upload किया गया है, जिससे







क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
				स्पष्ट होता है कि HMP running condition में है। यह प्रमाण-पत्र भी Shristi Developers Pvt. Ltd. के नाम से निर्गत है। इस प्रकार Shristi Developers Pvt. Ltd. द्वारा MBD के Section- 3 Clause 2.6 के आलोक में HMP को own करने से संबंधित Supporting document निविदा में संलग्न किया गया है। परिवाद का यह बिन्दु अमान्य है।
7.	M/S Surendra Prasad & Company	This Pariwad is in Reference to OPRMC Package no- 39B under R.C.D Road division Bihar Sharif letter no- 2696 dated 14.08.2026 this to say that in this tender 8 Bidder have participated in this only 2 Bidder namely (1) M/s Shristi Developers Pvt. Ltd. (2) RCS & SPLC	निविदाकार RCS & SPLC (JV) के द्वारा OPRMC Package no- 40B के अन्तर्गत निविदा में अपलोड किये गये संबंधित कागजात की जाँच	तकनीकी बीड मूल्यांकन समिति की अनुशंसा से सहमत।

क्र० सं०	परिवादी निविदाकार का नाम	परिवाद के बिन्दु	परिवाद की समीक्षा एवं निर्णय	परिवाद समिति की अनुशंसा
		(JV) have qualified. This is to say that in the paper of Surendra Prasad Prop Lahri Construction. BG is less than 180 days As per Sec-3 Clause 2.6, Sec-4, D.3 Form EQU for hot mix plant Invoice not attach In Paper of Ramji Singh Construction Pvt. Ltd. as per ITV Clause 17 SFMS advice along with BG is not Attach. This is integral part of BG also as per section 3, Clause 2.3.1 (A) Sec-4E.6 net profit is not certify by CA audited Balance Sheet of CA is also not Attach	की गई। तदालोक निविदाकार RCS & SPLC (JV) के द्वारा अलग-अलग B.G upload किया गया है। RCS के द्वारा upload किया गया B.G के साथ SFMS advise upload नहीं किया गया है। अतः परिवादी का आरोप मान्य किया जाता है।	

7. परिवाद की समीक्षा एवं तकनीकी बीड मूल्यांकन समिति की अनुशंसा :-

समीक्षोपरांत Bajinath Nirman India Pvt. Ltd. द्वारा CWJC No. 16954 of 2024 जो बिहार राज्य पुल निर्माण निगम लि० से संबंधित है एवं Present status pending है। Pending litigation upload नहीं किया गया है। अतः MBD की कंडिका-2.21 Section-4E.5 के अनुसार नहीं होने के कारण न्यूनतम अहर्ता पूर्ण नहीं करते है। RCS & SPLC (JV) द्वारा uploaded B.G MBD की ITB की कंडिका 17 Section 4B के अनुसार नहीं होने के कारण न्यूनतम अहर्ता पूर्ण नहीं करते है। Shristi Developers Pvt. Ltd. को Own Hot Mix Plant का कागजात नहीं रहने के कारण MBD Section-3 Clause 2.6, Section-4, D.3 के तहत न्यूनतम अहर्ता पूर्ण नहीं करते है। अतः सम्यक् विचारोपरान्त समिति द्वारा RCS & SPLC (JV), Shristi Developers Pvt. Ltd एवं Bajinath Nirman India Pvt. Ltd. को असफल घोषित किया जाता है एवं KCC INFRA PVT LTD के निविदा को तकनीकी बीड में सफल घोषित करते हुए दिनांक-14.08.2026 के तकनीकी बीड मूल्यांकन समिति की शेष निर्णय को यथावत् रखा जाता है।

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8. परिवाद समिति का निर्णय :-

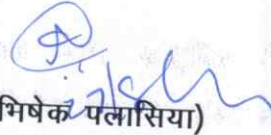
- (i) विषयांकित कार्य की निविदा के तकनीकी बीड में असफल निविदाकार यथा (1) M/s Bhardwaj Construction के Ref:-111 दिनांक-17.08.2026, (2) S & P Infrastructure Developers (P) Ltd., Ref No—S&P/Admin/2026-27/189 दिनांक-14.08.2026 (3) M/s Vinay Construction का पत्रांक-शून्य दिनांक-17.08.2026 के द्वारा दिए गए परिवाद/आपत्ति को अमान्य एवं (4) Bhardwaj Construction के द्वारा निविदा के तकनीकी बीड में सफल निविदाकार यथा (1) Baijnath Nirman India Pvt. Ltd. के विरुद्ध दिए गए परिवाद/आपत्ति को मान्य एवं (2) Shristi Developers Pvt. Ltd. के विरुद्ध दिए गए परिवाद को अमान्य तथा (5) KCC Infra Pvt Ltd के Ref-शून्य दिनांक-17.08.2026 के द्वारा दिए गए परिवाद/आपत्ति को मान्य करने का निर्णय लिया जाता है।
- (ii) दस निविदाकार यथा (1) M/s Bhardwaj Construction को MBD Section- Clause 2.2.1, Section 4E.5 के तहत (2) M/s. A.K. Construction Company को MBD ITB Clause -17.3 एवं MBD Section 3 : Clause 2.3.3, Section 4E.8 & 4E.9, Form FIN-3, & FIN- 3 (a) एवं MBD Section 3: Clause 2.4.2 (b) के तहत (3) M/s Vinay Construction को MBD ITB Clause 17.3 एवं MBD Section 4, ELI-1, ELI-2 के तहत (4) Shivalaya Construction को MBD Section 3 : Clause 2.3.3, Section 4E.8 & 4E.9 एवं MBD Section 3 : Clause 2.6, Section 4, D.3 के तहत (5) M/s S&P Infrastructure Developers Pvt. Ltd. को MBD Section 3 : Clause 1.2.3, Section 4E.10, NIT की कंडिका-39 एवं MBD Section-3 Clause 1.2.1 (b) के तहत (6) Hari Construction & Associate Pvt. Ltd. को MBD Section-3 Clause 1.2.3, Section-4E. 10 एवं NIT की कंडिका-39 के तहत (7) Surendra Prasad & Co. को MBD Section-03 Clause 1.2.1 (b) के तहत (8) M/S D.B Infratech, Mumbai को MBDITB Clause-17, Section 4B एवं MBD Section 3 : Clause 2.6, Section 4, D.3 के तहत (9) Baijnath Nirman India Pvt. Lt. को MBD के क्रमांक-2.21 Section-4E.5 के तहत एवं (10) Ramjee Singh Construction Pvt. Ltd. & Surendra Prasad & Lahri Construction Pvt. Ltd. (JV) को MBD के ITB Clause 17, Section 4 के तहत निविदा के तकनीकी बीड में असफल घोषित करने का निर्णय लिया जाता है।
- (iii) 04 (चार) निविदाकार यथा (1) M/S Dayanand Prasad Sinha & Co. (2) M/S Niranjan Sharma (3) KCC INFRA PVT LTD एवं (4) M/s Shristi Developers Pvt. Ltd. द्वारा निविदा की वांछित अर्हता पूर्ण करने के कारण तकनीकी बीड में सफल घोषित करने का निर्णय लिया जाता है। तकनीकी बीड में सफल निविदाकारों का वित्तीय बीड खोलने का निदेश मुख्य अभियंता, दक्षिण, पथ निर्माण विभाग, बिहार, पटना को दिया जाता है।

- (iv) उपभागीय ज्ञापांक-2706 दिनांक-14.08.2026 द्वारा संसूचित दिनांक-14.08.2026 को सम्पन्न तकनीकी बीड मूल्यांकन समिति के निर्णय को इस हद तक संशोधित समझा जाय।
- (v) मुख्य अभियंता, दक्षिण संबंधित परिवादी बीडर को समिति के निर्णय से अवगत कराना सुनिश्चित करेंगे।

8.1 परिवाद समिति की इस कार्यवाही को विभागीय वेबसाइट पर भी डाली जाय।


(राज कुमार)
मुख्य अभियंता,
दक्षिण, पथ निर्माण
विभाग, बिहार, पटना।


(राजेश कुमार गुप्ता)
मुख्य अभियंता, संबिदा
प्रबंधन, नीतिगत मामले
एवं लेखा परीक्षा,
पथ निर्माण विभाग,
बिहार, पटना।


(अभिषेक पलासिया)
संयुक्त सचिव,
पथ निर्माण विभाग,
बिहार, पटना।


(उमा कान्त रजक)
अभियंता प्रमुख-सह-अपर
आयुक्त-सह-विशेष सचिव
(कार्य प्रबंधन),
पथ निर्माण विभाग,
बिहार, पटना।

ज्ञापांक: प्र0-7/निविदा-03-108/2026

5946(E)

पटना, दिनांक 27/8/2026

प्रतिलिपि:- मुख्य अभियंता, दक्षिण, पथ निर्माण विभाग, बिहार, पटना/मुख्य अभियंता(अनुश्रवण),
पथ निर्माण विभाग, बिहार, पटना को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित/आई0टी0 मैनेजर, पथ
निर्माण विभाग, बिहार, पटना को विभागीय वेबसाइट पर अपलोड करने हेतु प्रेषित।


(उमा कान्त रजक)
अभियंता प्रमुख-सह-अपर आयुक्त-सह-विशेष सचिव(कार्य प्रबंधन),
पथ निर्माण विभाग, बिहार पटना।