(2020) 06 CAL CK 0060

In the Calcutta High Court

Case No : Writ Petitions (WP) No. 3025 (W) Of 2020

Sanjay Kumar APPELLANT

Vs

Union Of India And Others RESPONDENT

Date of Decision : 11-06-2020

Acts Referred:
Constitution Of India, 1950 — Article 14

Citation : (2020) 06 CAL CK 0060

Hon'ble Judges : Sabyasachi Bhattacharyya, J

Bench : Single Bench

Advocate : Dipankar Das, Ashish Shah, Aindrila De, Saptangshu Basu, Tapasi Sinha Palit

Final Decision : Dismissed

Judgement

Sabyasachi Bhattacharyya, J

1. The present dispute arises from a tender floated by the Respondent No. 2, namely the Indian Oil Corporation Ltd. (Marketing Division), for transportation of Indane LPG Cylinders in vertical position on unit rate basis Ex-Patna LPG Bottling Plant under Bihar State Office.

2. The petitioner was a prospective bidder under the general category (as opposed to the reserved categories) in E-Tender No. RCC/ERO/37/2019-20/PT-189 dated January 22, 2020. His principal grievance is that more trucks were allocated for the reserved categories than indicated in the relevant clauses of the Notice Inviting Tender (NIT), in particular clauses 14, 15 and 18a under the fifth heading (Tender Evaluation Criteria) of the NIT, thereby curtailing the number of trucks allocated to the general (non-MSE and non-SC/ST) candidates under both categories of trucks (that is, 342 cylinder and 525 cylinder trucks respectively). Such discrepancy is evident, according to the petitioner, from the chart showing calculation on reservation of trucks, as given in Annexure W8 to the NIT.

3. The petitioner alleges that such action of the Respondent No. 2 was illegal and

arbitrary with a view to favour particular classes of bidders and deprive others from participating in the e-tender process through a transparent mechanism.

4. From Annexure W8 to the NIT, it appears that the transporter tender requirement was fixed at 75 trucks under the '342 Category' and 131 trucks under the '525 Category'. The number of trucks reserved for the SC and ST categories, however, for the '342 Category' were 23 and 16 respectively and for the '525 Category' were 39 and 29 respectively, ultimately leaving only 6 and 4 trucks available under the said categories respectively for general non-MSE bidders. According to the petitioner, the numbers so allotted to SCs and STs (Schedule Castes and Scheduled Tribes respectively) much exceeded the reservation percentages of 15 (fifteen) and 7.5 (seven and a half) for SCs and STs, as enumerated in clause 15 at internal page 24 of the Technical Bid part of the NIT. Even the numbers reserved for the MSE (Micro and Small Enterprises) categories as stipulated in Clause 14 of the Technical Evaluation Criteria of the NIT, that is, 25 % (including 4% for MSEs owned by SC or ST entrepreneurs and 3% for MSEs owned by women), was exceeded, by allocating 30 and 59 trucks respectively for the 342 and 525 Category trucks, including 5 and 9 respectively for the MSE (SC/ST) and 4 and 7 trucks respectively for the MSE (Women).

5. Thus, the petitioner seeks fresh bidding, after proper recalculation of the numbers allotted to the various categories in accordance with the NIT, and a direction on the Respondent No. 2 in particular, not to take any further steps on the e-Tender Notice No. RCC/ERO/37/2019-20/PT-189 dated January 22, 2020.

6. In answer, the respondent nos. 2 and 3 used an affidavit-in-opposition and a supplementary affidavit thereto, pointing out inter alia that all prospective bidders were invited to a Pre-Bid Meeting dated February 3, 2020, in which all queries from the prospective bidders were answered and clarified, including those raised in the present writ petition. Such contention would, according to the respondent nos. 2 and 3, be evident from the portal of the respondent no. 2, where notice was put up duly for the said Pre-Bid Meeting and its summary was uploaded as well. The petitioner chose to abstain from attending the said Pre-Bid Meeting and accepted all terms by failing to put up any query or doubt either on the portal or in the said meeting, despite having sufficient opportunity to do so, thereby losing his chance to challenge the same post facto. The clarifications made in the Pre-Bid Meeting and a Corrigendum of the original NIT were duly uploaded, prior to commencement of the bidding process, on the portal of respondent no. 2, printouts of which are annexed to the affidavit-in-opposition of the respondent nos. 2 and 3, and form an integral part of the original NIT. Having raised no objection whatsoever to such NIT as well as Corrigendum at any stage previously, the petitioner is precluded from challenging those, and consequentially the tender process, now.

7. Learned counsel for the respondent no. 1, in unison with learned senior advocate for the respondent nos. 2 and 3, submits that the reservation percentages had to be calculated on the basis of the Total NIT requirement for

the location (including EOI, that is, Expression of Interest), that is, 121 trucks for '342 Category' and 237 for the '525 Category', as explained in point no. 9 of the Pre-Bid Meeting Summary, uploaded on the portal of respondent no. 2 and annexed to the affidavit-in-opposition of the respondents. After deducting the availability of trucks from Distributors' EOI, that is, 46 and 106 respectively for the '342' and '525' Categories, the revised NIT requirement of transporters stood at 75 (121-46) and 131 (237-106) respectively for the '342 Category' and '525 Category'. It is argued that the petitioner erroneously sought to calculate such reservation percentages on the basis of the final, revised requirements of 75 and 131 for the said two categories respectively, whereas the NIT clauses are clear as to the percentage of reservations being calculated on the initial requirement.

8. Learned senior counsel for the respondent nos. 2 and 3 cites several judgments, primarily on the scope of courts to interfere with administrative discretion in tender matters.

9. The first judgment so cited is that of Meerut Development Authority v. Association of Management Studies and Anr. , reported at (2009) 6 S.C.C. 171. Counsel places particular reliance on paragraph nos. 26 and 27 thereof, which deal with the nature of rights of a bidder participating in the tender process. It has been laid down by the Supreme Court that a tender is an offer which invites and is communicated to notify acceptance. Broadly stated it must be unconditional; must be in the proper form, the person by whom tender is made must be able to and willing to perform his obligations. The terms of the invitation to tender, it was held, cannot be open to judicial scrutiny because the invitation to tender is in the realm of contract. However, a limited judicial review may be available in cases where it is established that the terms of the invitation to tender were so tailor-made as to suit the convenience of any particular person with a view to eliminate all others from participating in the bidding process.

10. The bidders participating in the tender process, it was held, have no other right except the right to equality and fair treatment in the matter of evaluation of competitive bids offered by interested persons in response to notice inviting tenders in a transparent manner and free from hidden agenda. One cannot challenge the terms and conditions of the tender except on the above stated ground, the reason being the terms of the invitation to tender are in the realm of the contract. No bidder is entitled as a matter of right to insist the authority inviting tenders to enter into further negotiations unless the terms and conditions of notice so provided for such negotiations. Disposal of public property by the State or its instrumentalities, it was further held, partakes the character of a trust and the methods to be adopted for such disposal must be fair and transparent, providing an opportunity to all interested persons to participate in the process.

11. Learned senior advocate for the respondent nos. 2 and 3 next cites the judgment, Central Coalfields Limited and Anr. v. SLL-SML (Joint Venture Consortium) and Ors., reported at (2016) 8 S.C.C. 622. Placing paragraphs 47

and 48 of the said judgment in particular, learned counsel argues that the Supreme Court reiterated the proposition therein, by following certain earlier decisions of the Supreme Court as well, that the issue of the acceptance or rejection of a bid or a bidder should be looked at not only from the point of view of the unsuccessful party but also from the point of view of the employer. The terms of the NIT cannot be ignored as being redundant or superfluous and must be given a meaning and the necessary significance. There must be judicial restraint in interfering with administrative action. Ordinarily, the soundness of the decision taken by the employer ought not to be questioned but the decision-making process can certainly be subject to judicial review. The soundness of the decision may be questioned if it is irrational or mala fide or intended to favour someone or a decision "that no responsible authority acting reasonably and in accordance with relevant law could have reached".

12. Therefore, it was further held, whether a term of NIT is essential or not is a decision taken by the employer which should be respected. Even if the term is essential, the employer has the inherent authority to deviate from it provided the deviation is made applicable to all bidders and potential bidders. However, if the term is held by the employer to be ancillary or subsidiary, even that decision should be respected. The lawfulness of that decision can be questioned on very limited grounds, but the soundness of the decision cannot be questioned, otherwise the Court would be taking over the function of the tender issuing authority, which it cannot.

13. Learned senior counsel for the respondent nos. 2 and 3 next places reliance on paragraphs 14 and 15 of AFCONS Infrastructure Limited v. Nagpur Metro Rail Corporation Limited and Anr., reported at (2016) 16 S.C.C. 818, to reiterate that the words used in the tender documents cannot be ignored or treated as redundant or superfluous - they must be given meaning and their necessary significance. The owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents. The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given.

14. Since the Corrigendum referred to and annexed by the respondent nos. 2 and 3 in their affidavit-in-opposition was in the nature of a clarification of the terms of the initial NIT, the same is to be treated to be a part of the NIT; more so, since the said development was a pre-bid one upon notice to all prospective bidders.

15. The specifics of the terms were spelt out elaborately in the NIT and the Corrigendum and, as such, no fault could be found with the tender process at all.

Hence, the respondents pray for dismissal of the writ petition.

16. The arguments of respondent nos. 2 and 3 are substantially adopted by the respondent no. 1.

17. In reply, learned counsel for the petitioner reiterates that the number of trucks brought forward from the previous year's tender was kept vague by the tenderer.

18. Moreover, he argues, the percentage of reservations for various categories should be calculated on the actual requirement, after deduction of the EOIs (Expressions of Interest), and not the initial total requirement. That way, the candidates falling under the general category would not get to lose both ways.

19. It is further submitted that if the remainder of the number of trucks belonging to members of the reserved categories under the previous tender was merged into the general categories, the latter would unnecessarily suffer, which is beyond the terms of the NIT itself. The authorities could not resile from the percentages of quotas reserved for the various categories and the same had to be maintained despite such bringing forward of the past year's quota, by absorbing such excess from the previous tender within the fixed percentage reserved for the SC, ST and MSEs. However, such additional numbers cannot spill over to the general category, thereby giving double benefit to the reserved categories. If the said rationale of carrying forward was taken to its logical conclusion, there might come a situation when the carried forward candidates of the reserved categories from the previous tender, coupled with the reserved quota of the present tender, would exceed the total requirement, thereby excluding general candidates altogether, which would hit Article 14 of the Constitution of India and could not have been in consonance with the Constitutional vision.

20. Upon considering the submissions of both sides, some of the clauses and calculations of the NIT and the Corrigendum assume importance. Those are set out below:

NIT dated January 22, 2020:

Clause 14 A. Procurement as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 (Policy):

i. Subject to other terms and conditions stated in this tender document including but not limiting to the pre-qualification criteria, Twenty Five percent (25%) of requirement is earmarked for Micro and Small Enterprises (MSE).

ii. Out of the above 25 percent, 4% is earmarked for Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs and 3% is earmarked for MSE owned by women.

Note: For the above purpose MSEs owned by Woman Entrepreneur shall mean:

ü In case of proprietary MSE, Proprietor shall be woman

ü In case of partnership MSE, the woman partners shall be holding at least 51% shares in the enterprise

ü In case of Private Limited companies, at least 51% shares shall be held by Women promoters.

iii. In the event of failure of such Micro and Small Enterprises (as stated in para (ii) & (iii) above) to participate in tender process or meet tender requirements and L1 price, the unfilled requirement shall be met from other Micro and Small Enterprises of general category.

iv. Micro and Small Enterprises quoting price within rate band, then they will be allowed to carry out the work by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises will be allowed to carry out the work upto 25 percent of requirement.

v. In case of more than one such Micro and Small Enterprises, the work shall be shared proportionately.

vi. Micro and Small Enterprises will be exempted from payment of Earnest Money deposit.

vii. The above provisions shall apply to Micro and Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

viii. Necessary certificate issued by Authorized body under the Ministry of Micro, Small & Medium Enterprises shall be valid as on the date of opening of the technical bid. All the technical specifications /techno commercial terms and conditions and the pre qualification criteria are also to be fulfilled by the MSEs.

B. Bidders having MSE registration for services under "Land Transport" and having received the relevant registration like Entrepreneurs Memorandum Number Part II (EM II) etc. / Udyog Aadhar No. will be considered for qualifying under MSE category. This document may be verified from the respective Website/ Department/Issuing authority for the authenticity by Corporation and invalid document may lead to disqualification of the bidder from the tender. Bidders have to compulsorily declare the information about their trucks on self-certification basis on their letter head as per Annexure XV. The details of trucks are required to consider number of trucks to qualify under MSE. Furnishing of incorrect information may lead to disqualification.

C. Bidders quoting under MSE should be careful of above mentioned condition, failure of which respective Contracting Corporation will not be held responsible for rejection of tenders of any bidders.

D. No attached/proposed trucks are allowed under MSE category.

15. RESERVATION:

a. The provision of reservation is 15% (fifteen percent) & 7.5% (Seven and a half percent) for Scheduled Castes and Scheduled Tribes respectively for this tender and the unfulfilled reserved numbers from the previous tender for Scheduled castes and scheduled tribes.

For this tender unfulfilled quota from previous tender is as follows:

SC Category: --- Nos. Of Cat-I (306 Capacity converted to equivalent 342 capacity) Trucks.

ST Category: --- Nos. Of Cat-I (306 Capacity converted to equivalent 342 capacity) Trucks.

SC Category: --- Nos. Of Cat-II (450 Capacity converted to equivalent 525 capacity) Trucks.

ST Category: --- Nos. Of Cat-II (450 Capacity converted to equivalent 525 capacity) Trucks.

b. The members of SC/ST desirous of operating the trucks will have to participate in the tenders floated by the Corporation. The SC/ST bidder/s operating under:

i. Proprietorship - The proprietor should be of SC/ST and caste certificate should be enclosed.

ii. Partnership firm - All partners should be of SC/ST as the case may be and caste certificate should be enclosed for all the partners.

iii. Private Ltd. Co. - All directors of the firm should be of SC/ST as the case may be and caste certificate should be enclosed for all the directors.

iv. Cooperative Society - Certificate issued by the registrar of co-operative societies mentioning the registration category (SC/ST) of the society should be enclosed.

c. In the event of any party failing to submit the caste certificate as detailed above along with the Technical Bid, the bid will be treated as a General Category bid.

d. The registered owner/s of the trucks (owned and attached) offered by the SC or ST bidder/s must also belong to the same category, either SC or ST, as the case may be. In other words, if the bidder offers trucks under SC category, all the registered owners of the trucks offered against the bid must also belong to SC.

e. If any of the attached trucks offered do not belong to a member of the category concerned, i.e. SC or ST, as the case may be, such trucks will be rejected and EMD against such trucks will be refunded after finalization of tender.

f. The SC/ST members should fulfil all tender conditions, and will not be eligible for any price preference or relaxation of standards.

g. SC/ST bidders can offer attached trucks provided such trucks also belong to same group.

h. SC/ST bidders can offer proposed truck under Stand up India Scheme on the basis of confirmation letter of bank extending loan to the concerned bidder under SUIS.

i. SC/ST bidders may offer additional trucks, which will only be considered in case NIT requirement is not fulfilled as per evaluation criteria and subject to meeting the criteria/requirement for SC/ST.

j. If adequate number of trucks offered by SC/ST candidates are not available in any particular year of tender, the unfilled quota may be allotted to the General category in that year of tender. However, the unfilled quota may be carried forward to the next tender also and offered to SC/ST candidates. If the quota of the previous tender is not filled even in the next tender, the unfilled quota of the previous tender may be de-reserved and allotted to general categories.

18. Evaluation of bidders under SC/ST:

a. As per Govt. guidelines, there is a reservation of 15% for SC & 7.5% for ST category. Requirement of trucks for bidders under SC/ST category shall be limited to the aforesaid number as per Govt. guidelines provided such bidders quote at Floor price / L1 rates or accept finalized L1 rates.

CALCULATION ON RESERVATION OF TRUCKS

Sl. No.

Category

TRANSPORTER TENDER REQUIREMENT

342 Category Trucks

525 Category Trucks

1

TOTAL

75

131

2

SC

23

39

3

ST

16

29

4

SC+ST - TOTAL

39

68

5

MSE - TOTAL

30

59

6

MSE (SC/ST)

5

9

7

MSE (WOMEN)

4

7

8

TOTAL RESERVATION FOR MSE-

OTHER THAN MSE-WOMEN AND

MSE-SC/ST

21

43

9

SC/ST (EXCLUSIVE OF MSE SC/ST)

34

58

10

TRUCK AVAILABLE FOR GENERAL

NON-MSE CATEGORY

6

4

Note: The above figures for reservation are commiserating with the Reservation Percentage mentioned in the Tender Document.

CORRIGENDUM Dated February 3, 2020 :

PRE-BID MEETING SUMMARY

Sl No.

Description

Query raised by

Clarification from IOCL

1

As per Truck Reservation Table in Annexure - W8 (Page No. 124 of Tender Document), the availability of trucks for General Non-MSE Category is 6 and 4 respectively for Cat-I and Cat-II Trucks. The no. is very less. Also the truck requirement for SC/ST Category shown in the table is too high as per SC/ST Reservation mentioned in the tender. Please clarify the same.

P.R. Roadways

This is as per tender condition. The SC/ST requirement in the tender is considering unfulfilled quota of previous tender as well as current percentage requirement as per Pg 24 Point No. 15a, of tender document.

9

Total NIT requirement for the location (including EOI) and no. of trucks already available after EOI may please be shared.

J&M Roadlines

Total NIT requirement for the location (including EOI) is explained in the table below:

Category of Truck

NIT Requirement

Available from Distributors EOI

Revised NIT Requirement (Transporters)

342

121

46

75 (121-46)

525

237

106

131 (237-106)

21. Clause 14 of the NIT clearly lays down that subject to other terms and conditions stated in this tender document including but not limiting to the pre-qualification criteria, (Italics provided), Twenty Five percent (25) of requirement is earmarked for Micro and Small Enterprises (MSE). It is further provided in the said clause, that out of the above 25 per cent, 4 % is earmarked for Micro and Small Enterprises (MSEs) owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs and 3% for MSEs owned by women.

22. Clause 15 of the NIT, on the other hand, stipulates the reservations to be 15% (fifteen percent) and 7.5% (seven and a half percent) for Scheduled Castes and Scheduled Tribes respectively for the tender and the unfulfilled reserved numbers from the previous tender for Scheduled castes and Scheduled tribes. Sub-clause 'j' of Clause

15 specifies that, if adequate number of trucks offered by SC/ST candidates are not available in any particular year of tender, the unfilled quota may be allotted to the General category in that year of tender. However, the unfilled quota may be carried forward to the next tender also and offered to SC/ST candidates. (Italics provided). If the quota of the previous tender is not filled even in the next tender, the unfilled quota of the previous tender may be de-reserved and allotted to general categories, as per sub-clause 'j' of Clause 15.

23. Clause 18, sub-clause 'a' of the NIT again provides that, as per Government guidelines, there is a reservation of 15% for SC and 7.5% for ST category. Requirement of trucks for bidders under SC/ST category shall be limited to the aforesaid number as per Govt. guidelines provided such bidders quote at Floor price / L1 rates or accept finalized L1 rates.

24. Annexure W-8 to the NIT, showing the calculation on reservation of trucks, clearly indicates the category wise applicable allocation on reservation of trucks (in Nos.). A bare perusal of the said chart of calculations shows that the tenderer unambiguously indicated the exact numbers of trucks reserved for each category, both under the 342 Category and the 525 Category heads. The Pre-Bid Meeting

was fixed beforehand on February 3, 2020 at 11 AM, when it was duly held and several prospective bidders participated. However, the petitioner was conspicuous by his absence in the said meeting, as well as chose not to post any query whatsoever regarding clarification of any doubt as to the conditions of bid. In fact, the questions now raised by the petitioner were substantially answered in the Pre-Bid Meeting Summary (particularly in point nos. 1 and 9 thereof), which was uploaded on the portal of the Respondent No. 2 prior to commencement of the bidding process, the petitioner and other prospective bidders thus having full access thereto. Yet, the petitioner chose to act as a fence-sitter and waited for the bid to take place before challenging the tender process for the first time in the present writ petition.

25. Clause 15, sub-clause 'a' of the NIT was categorically clear about the provision for reservation being 15% for Scheduled Castes and 7.5% for Scheduled Tribes for the present tender and, in addition thereto, the unfulfilled reserved numbers from the previous tender for Schedule Castes and Scheduled Tribes. Sub-clause 'a' of Clause 18 of the NIT, on the other hand, reiterated the reservation percentages as above for the purpose of highlighting that bidders under such categories should quote at Floor price/L1 rates or accept finalized L1 rates. Read in conjunction, Clauses 15 and 18 indicate that the reservation quota would be calculated on the basis of the total requirement and, in addition thereto, spill-overs from the previous tenders under the said category would also be accommodated in the present tender. Unless such accommodation of the previous year's bidders eats into the general category, the aforementioned provision would be self-defeating, since current bidders under the Scheduled Castes and Scheduled Tribes would be precluded from participating, in favour of bidders of the same categories of the previous tender year which, on the face of it, would be counter-productive to the scheme of providing for quotas. The reverse logic, of the 'general quota' being decreased as a consequence of such carrying forward, is not a valid one, since there is no quota provided as such for the general category but such bidders would only fill up the residuary after the 'reserved' quotas, which were specifically provided for in the NIT, were filled up. Otherwise the excess bidders from the Scheduled Castes and Scheduled Tribes would never get a chance, since their share would be merged, in the second consecutive year after the year of tender when they were in excess, in the general category as per the NIT itself.

26. Therefore the arrangement of numbers of trucks under each category, which was unambiguously clarified in Annexure W-8 to the NIT as well in the Corrigendum to the table in the original Annexure W-8 of the NIT, arrived at pursuant to the Pre-Bid Meeting Summary dated February 3, 2020 and duly uploaded on the web portal of the respondent no. 2, left no room for doubt or ambiguity. The petitioner did not put across any query, neither sought for any clarification, nor participated in the Pre-Bid Meeting, choosing to remain silent even after the Summary of the said meeting and the Corrigendum pursuant thereto were uploaded on the web portal of respondent no. 2 before the

commencement of the bidding. As such, the petitioner consciously relinquished his right to question the tender process subsequently and is barred by the principles of waiver and acquiescence, due to his conduct, from challenging the tender process at this belated stage, for the first time in the writ petition.

27. Neither is there any ambiguity or lack of transparency in the tender process, nor is any mala fide or any attempt to unduly favour any particular bidder or category of bidders evident from the materials on record, which could have vitiated the tender process. Rather, the reservations made are in consonance with existing law pertaining to Scheduled Castes and Scheduled Tribes and in tandem with the still-unrealized Constitutional vision of providing a level playing ground to all sections of the Indian polity, including the downtrodden and so-called backward strata of society. The argument of violation of Article 14 of the Constitution does not hold water since the classification of the reserved categories is a reasonable one, in line with the existent law and the vision of the framers of the Indian Constitution. The reservation is not unequal, but is intended to restore equality and equity between sections of society enjoying certain elevated social status and economic advantages as a birth-right and those deprived of their basic birth-rights, which are inherent in the right to life, thus starting off from a socio-economically disadvantageous position due to no fault of theirs.

28. All the cited judgments, the relevant paragraphs of which have already been discussed above, clearly specify the limits of interference by courts in tender processes. The scope of judicial review is very limited in such cases. The requirement or justification of substituting the opinion of the court for that of the tendering authority is a far cry in the present case; not even any illegality or mala fides or bias in the tender process or the decision-making process has been made out by the writ petitioner, even prima facie, with regard to the tender under challenge.

29. Hence, there is no scope for interference with the tender process, impugned in the present writ petition. Accordingly, W.P. No. 3025 (W) of 2020 is dismissed on contest without any costs.

30. Urgent certified website copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.