
(2005) 08 DEL CK 0034
In the Delhi High Court
Case No : WP (C) No. 12495 of 2005

Shri G.S. Rawat

APPELLANT

Vs

Ministry of Science and Technology and Another

RESPONDENT

Date of Decision : 01-08-2005

Acts Referred:

Citation : (2005) 08 DEL CK 0034

Hon'ble Judges : T.S. Thakur, J;Badar Durrez Ahmed, J

Bench : Division Bench

Advocate : B.L. Wali, for the Appellant; Suresh Kait, for the Respondent

Final Decision : Dismissed

Judgement

Badar Durrez Ahmed, J.—This writ petition has been filed seeking the relief that the contract for providing maintenance and catering services at IMD Guest House cum Training Hostel at Mausam Bhawan, Lodi Road, New Delhi be not awarded to Dedicated Security System Pvt Ltd or to anyone else without following due process of law. A prayer has also been made for quashing of the letter of termination of contract dated 28.07.2005 issued by the Meteorologist (Admn) for Director General of Meteorology to the petitioner.

2. Briefly stated the background of the petition is that the petitioner had earlier been awarded the contract for maintenance and catering services at the said IMD Guest House in the year 2003. That contract was initially for a period of one year. However, it had been extended in the first instance for a period of one year and thereafter for a subsequent period up to 30th June, 2005. In the meanwhile, In February- March, 2005 fresh tenders were invited for awarding the same work with some changes. The Notice Inviting Tender was published in the newspapers. In response thereto the petitioner along with other tenderers submitted their bids. The bids were opened on 15.03.2005 in the presence of all the bidders. However, subsequently it was found that certain information was lacking in the bids submitted by some of the tenderers. Accordingly, all the bidders were

invited for further talks and on 24.05.2005 the bidders were asked to submit fresh bids by 31.05.2005. The petitioner was also one of the bidders and he also submitted his bid.

3. It is the contention of the learned counsel for the petitioner that those bids were not opened till date and as such there was no question of awarding of the contract to anybody in response to the said bids. We had asked the learned counsel of the respondent to summon the file pertaining to these bids and we find that this statement of the learned counsel for the petitioner is not borne out by the records. The records disclose that the bids were, in fact, opened on 06.06.2005 and that a committee had, in fact, been appointed for appraising these bids. The committee consisted of three persons of the rank of Director/ Deputy Director of the organisation. After the bids were opened on 06.06.2005, a comparative statement was drawn up and was put up for further action before the said Committee. The committee submitted a report and upon consideration of all the bids found that one Dedicated Security System Pvt Ltd was L-1, M/s Indian Industrial Security System Pvt Ltd was L-2, M/s Aggarwal Associates Hospitality Services, Gaziabad was L-3 and the present petitioner was L-4. On the basis of these findings it was recommended that the contract be awarded to L-1, that is, Dedicated Security System Pvt Ltd. Accordingly, the contract was put up for approval and, thereafter, a letter was issued awarding the contract to Dedicated Security System Pvt Ltd on 8.07.2005. In the meanwhile, the petitioner was informed that his contract would end on 31.07.2005 as it had been extended till that date. Learned counsel for the petitioner Mr Wali also pointed out that while terminating the services of the petitioner at least one month's notice should have been given as the contract was extended on the same terms and conditions as were applicable to the original contract.

4. In the facts and circumstances indicated above, we find, firstly, that there is no occasion for the petitioner to challenge the termination of the contract in view of the fact that the petitioner was working under an extension of the original contract which itself expired on 30.06.2005. Insofar as the question of awarding of the contract to somebody else was concerned, we find that the entire process of requiring a second bid pursuant to the meeting of 24.05.2005 was not objected to by the petitioner. In fact, the petitioner had participated in the same. Moreover, upon opening of the bids and upon the drawing of a comparative statement, it was found that the petitioner was not L-1 but L-4. It is on the basis of this that the contract has been awarded to the Dedicated Security System Pvt Ltd. This, to our mind, cannot be faulted.

5. Lastly, the learned counsel for the petitioner placed reliance on the decision of the Supreme Court in the case of *United India Periodicals Pvt Ltd v. Mand N Publications Ltd and Ors.* (1993) 1 SCC 446. He, particularly, referred to the observations of the Supreme Court that while deciding upon a tender, the tender Committee should not take into account any irrelevant consideration. We may straightaway say that this decision is not applicable to the facts of the present

case inasmuch as the tender Committee has gone by the criteria of locating the lowest tenderer and that is certainly not an irrelevant consideration.

6. In these circumstances, we find that there is no merit in the writ petition and the same is dismissed. No costs.