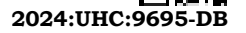




SL. No	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGES'S ORDERS
	19.12.2024		WPMB No. 575 of 2024 <u>Hon'ble Manoj Kumar Tiwari, A.C.J.</u> <u>Hon'ble Pankaj Purohit, J.</u> 1. Mr. Dharmendra Barthwal, learned counsel for petitioners. 2. Mr. Sunil Khera, learned Deputy Advocate General with Mr. Naveen Tewari, learned Brief Holder for State of Uttarakhand/ respondent nos. 1 to 3. 3. Petitioners' technical bid was declared as non-responsive on the ground that it does not conform to the conditions mentioned in Clause 11.4 of Standard Bidding Document and Clause 19.2 of Instruction to Bidders, and the bid security furnished by them is not as per Clause 18.7 of the Instruction to Bidders. Clause 18.7 of Instruction to Bidders is extracted below: <i>"18.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1."</i> 4. Learned State Counsel submitted that bid security was submitted by petitioners in the shape of FDR, which was issued in the name of Narendra Singh Rawat, who is one of the partners of the Joint Venture, while Clause 18.7 of ITB requires that bid security in case of a Joint Venture shall be in the name of Joint Venture that submits the bid. Learned State Counsel further submits that a Joint Venture agreement was entered into between the partners of the Joint Venture



		(petitioner no. 1), and the same has been brought on record as Annexure No. 2 to the Writ Petition, therefore, bid security was required to be furnished in the name of the Joint Venture, and latter part of Clause 18.7 would not be attracted as Joint Venture had come into being, as is evidenced by the Joint Venture agreement. 5. Learned State Counsel submits that the very purpose of submitting bid security is lost, if the employer is unable to forfeit the amount furnished by contractor as bid security, in case of violation of any condition of the contract. He submits that, since bid security has been furnished in the name of only one of the partners, and not in the name of the Joint Venture, therefore, the employer would be remediless in case of breach of any condition of contract by the Joint Venture, and bid security given in the name of one partner cannot be forfeited for a wrong committed by the Joint Venture. 6. Learned State Counsel further submits that the undertaking, referred to in Clause 19.2 of ITB, was also not filed by petitioners. This submission, however, is disputed by learned counsel for petitioners. 7. Be that as it may, since petitioners have not furnished bid security, as per requirement of Clause 18.7 of ITB, which is an essential condition of contract, therefore, this Court does not find any reason to interfere with the decision taken by the competent authority of rejecting the technical bid of petitioner no.1.
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9. Pending application(s), if any, also stand disposed of.

(Manoj Kumar Tiwari, A.C.J.)
19.12.2024

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