

**HIGH COURT OF JAMMU, KASHMIR & LADAKH
AT JAMMU**

WP(C) No. 2790/2026

A. V. Shree Samriddhi Consultants
Pvt. Ltd. and others

.....Appellant(s)/Petitioner(s)

Through: Mr. Anuj Dewan Raina, Adv.

vs

Union of India and others

..... Respondent(s)

Through: Mr. Vishal Sharma, DSGI with
Mr. Karan Sharma, CGSC

Coram: HON'BLE MR. JUSTICE SANJAY DHAR, JUDGE

ORDER
07.09.2026

1. The petitioners, through the medium of instant petition have challenged Tender Notice/Request for Proposal (RFP) bearing No. 1225/2/OS/Stn/Civ dated 12.08.2026, whereby contract for outsourcing of conservancy services and lifting/collection and disposal of garbage in colonies and centers/units/establishments in Military Station, Nagrota for two years, has been floated.
2. Heard and considered.
3. According to the petitioners, the respondents have issued impugned Tender Notice/RFP dated 12.08.2026, whereby bids have been invited for outsourcing of conservancy services for two years with respect to the Military Station Nagrota. Bids have been invited online under GeM Tender Enquiry.
4. According to the petitioners, a pre bid meeting was held on 18.08.2026 in which the petitioners and other representatives pointed out to the respondents

that the bidders, who were to supply vehicles have not been asked to submit the minimum number of vehicles actually owned by them. It was further pointed out that in the tender notice, insolvency clause has not been incorporated and that details of Employees Provident Fund (EPF) and Employees State Insurance Corporation (ESIC) contribution only for one year, has been sought. It was further pointed out that in the tender notice, documents like address proof, rent agreement etc. for one year only, have been sought, whereas the life of contract is two years. It was pointed out that relevant type of vehicle has also not been prescribed in the tender notice.

5. According to the petitioners, Station Headquarter Nowshera, while inviting bids for a similar work, have incorporated all the aforesaid conditions. It has further been contended that even as per GeM Portal, a standard clause regarding minimum number of vehicles owned by the service provider has been prescribed, but in the instant case, the same has been deliberately omitted.
6. As is clear from the facts narrated hereinbefore, the grievance of the petitioners is that certain conditions have not been incorporated in the Tender Document/RFP. These include the details regarding number of vehicles owned by a bidder, the documents relating to EPF, ESIC, address proof etc. for two years and omission to include the insolvency clause.
7. In the above context, it is to be noted that an owner or the employer of the project having authored the tender document, is a best person to understand and appreciate its requirements and a constitutional Court has to show due reference to these understandings. Unless there is a *mala fides* or perversity in the understanding of the terms of the tender conditions, a constitutional

Court cannot intervene. Merely because in the GeM Portal Standard Clause, there is a requirement of providing details with regard to the minimum number of vehicles owned by a service provider, it would not make it obligatory for the respondents to include a similar clause in their tender document. A standard clause incorporated in GeM Portal is only a guideline for the employer and it is not a binding direction. Ultimately it is the choice of the employer to lay down the terms and conditions and unless, it is found that the same have been tailor made to the benefit of any particular tenderer or class of tenderers, the Court cannot interfere in such matters. In the present case, the petitioners have not pleaded anything to show that there was any ulterior motive with the respondents to exclude the aforesaid terms and conditions in the tender document.

8. For what has been discussed hereinabove, I do not find any ground to interfere in the impugned tender conditions, which by no stretch of reasoning appear to be unreasonable or irrational nor is it case of the petitioners that the same have been tailor made to benefit a particular tenderer or class of tenderers.

9. Accordingly, the instant petition lacks merit and is dismissed.

(SANJAY DHAR)
JUDGE

Jammu
07.09.2026
Rakesh PS

Whether the order is speaking:	Yes/No
Whether the order is reportable:	Yes/No