

IN THE PUNJAB & HARYANA HIGH COURT AT CHANDIGARH

CWP No.3032 of 2015

Date of Decision: 23.03.2015

Vaibhav Kumar

...Petitioner

Versus

State of Haryana & others

...Respondents

CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA
HON'BLE MRS. JUSTICE LISA GILL

Present: Mr. Puneet Bali, Senior Advocate, with
Mr. Vaibhav Jain, Advocate, for the petitioner.

Mr. Vishal Garg, Addl. AG, Haryana, for the respondents.

HEMANT GUPTA, J. (ORAL)

The petitioner has challenged the communication dated 12.02.2015 (Annexure P-6), whereby the offer of the petitioner for toll collection at toll (TP-48) bridge over river Yamuna on Karnal-Meerut road, near U.P. border was accepted for a period of 14 months instead of 18 months or up to 30.09.2016, as stipulated in the Tender Notice (Annexure P-1).

The petitioner points out that initially a tender was issued inviting offers for toll collection at toll (TP-48) bridge over river Yamuna on Karnal-Meerut road, near U.P. border for a period of 14 months, but such tender was amended vide corrigendum dated 13.01.2015 so as to invite bids for the said contract for a period of 18 months or up to 30.09.2016 whichever is earlier. The contract period was to commence from 01.4.2015. In the tender form at various places, the words '18 months' were mentioned, whereas in the template, the words '14 months' were mentioned. The

petitioner and one other bidder quoted bids for collection of toll for a period of 14 months. Subsequently, the respondents awarded contract for collection of toll to the petitioner being highest bidder for a period of 14 months. It is, in these circumstances, the petitioner invoked the writ jurisdiction of this Court to direct the respondents to award contract for a period of 18 months as per the terms of the Tender Notice.

In the reply, it is inter alia mentioned that though the tender notice was amended, but the template was not amended, therefore, a conscious decision has been taken to award contract for a period of 14 months as per the offers made by the bidders. Thus, the petitioner cannot make any grievance in respect of awarding of contract for a period of 14 months, which is in terms of the bid offered.

Having heard learned counsel for the parties at length, we find that parties were not ad-idem on the period of contract. As per the respondents, the period was 18 months though in the template attached with the tender document, the period was mentioned as '14 months' though at other places, the period was mentioned as '18 months'. The petitioner had given bid for a period of 14 months, though the respondents invited bids to give contract for a period of 18 months. Therefore, we find that in the absence of clear stipulation of the period in the tender notice, the petitioner and other tenderers could have been misled.

Consequently, we set aside the communication dated 12.02.2015 (Annexure P-6) with a direction to the respondents to invite fresh bids for the collection of toll at toll (TP-48) bridge over river Yamuna on Karnal-Meerut road, near U.P. border by clearly stipulating the period of contract. The needful be done immediately in accordance with law.

Since the offer of the petitioner is deemed to be not accepted, the earnest money deposited by the petitioner shall be refunded at the earliest in accordance with law.

Disposed of accordingly.

(HEMANT GUPTA)
JUDGE

23.03.2015
Vimal

(LISA GILL)
JUDGE