

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CWP No. 3758 of 2015 (O&M)

Date of Decision: 01.09.2015

Ravinder Singh

--Petitioner

Versus

State of Punjab & others

--Respondents

**CORAM:- HON'BLE MR.JUSTICE S.J. VAZIFDAR.
HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.**

Present:- Mr. Karan Bhardwaj, Advocate for the petitioner.

Mr. Gurinder Pal Singh, Addl. A.G., Punjab.

Mr. Puneet Gupta, Advocate for respondent no.6.

Mr. P.I.P Singh, Advocate for respondent no.7.

Mr. Alok Kumar Jain, Advocate for respondent no.8.

S.J. VAZIFDAR, A.C.J. (Oral)

On 20.11.2014 the Govt. of Punjab invited bids online from eligible bidders for providing, installing and commissioning a continuous sand filter plant with activated carbon filter with a capacity of 30,000 liters per hour safe drinking water supply scheme.

The petitioner's grievance is with respect to clause 19, which reads as under:-

“19. To qualify for award of the contract

The Bidder along with his Principal manufacturer must have experience of execution for supply, erection commissioning and maintenance of at least cumulating to 200 cum per hours with at least 1 CSF plant of 30 cum per hours for drinking water supply in India either self or through their distributor in the last five years from the date of opening of tender anywhere in Central/State Government/Semi Government/PSU. For conformation photo copy of the Govt.

order/supply order and performance certificate from the concerned department/client for the satisfactorily completion be submitted and in support of the authentication of the submitted experience certificates, notarized TDS certificate issued by the concerned client for the subject work shall also be submitted along with the documents with technical bid. The manufacturer should have valid ISO certificate in water and waste water treatment plant. Change of principal manufacturer is not allowed.”

According to the petitioner these requirements were not present in the previous notices inviting tenders.

There is nothing irrational or arbitrary about the condition. The contract pertains to the supply of drinking water. It is for the party inviting tenders to stipulate the terms and conditions. The courts are not entitled to impose conditions or even to alter them unless it is absolutely necessary.

The allegation is that in the State of Punjab most of the bidders have had a tie-up with respondent no.7 i.e. M/s ION Exchange Ltd. as their principal manufacturer. There is nothing on record in this petition that indicates any mala fides on the part of the official respondents to ensure that the contracts are only given to respondent no.7 or to bidders, who appoint them as their principal manufacturer. For instance, it is not established that respondent no.7 is the only enterprises that would be qualified under clause 19. In that event it would have been open to the petitioner to appoint any other qualified enterprise as its principal manufacturer and then submitting a bid.

If in future there is any material to indicate any mala fides, it would be a different matter. In the present case it is not necessary to embark upon this inquiry any further as the tenders were invited on

21.1.2015 and the entire work was supposed to be completed within three

months thereafter. A substantial part of the work has in any event been completed. The writ petition was filed only in March i.e. after or around the time stipulated for the completion of the work pursuant to the tender.

In the circumstances, there is no warrant for entertaining the petition. The same is, accordingly, dismissed.

(S.J. Vazifdar)
Acting Chief Justice

(Tejinder Singh Dhindsa)
Judge

01.09.2015
lucky