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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 3797/2012**

ARMOUR SECURITY (INDIA) PVT LTD Petitioner
Through: Mr L.S. Solanki, Adv.

versus

JAMIA MILLIA ISLAMIA
UNIVERSITY & ANR. Respondents
Through: Mr Rohit Gandhi, Adv. for R-1.
Mr Imtiaz Ahmed, Adv. for R-2.

CORAM:

HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER

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15.04.2015

1. By this writ petition challenge has been made to the contract awarded to respondent no.2 by respondent no.1. The contract awarded to respondent no.2 was for house-keeping and security services. This contract was awarded to respondent no.2, for the first time, on 01.07.2012. As per clause 4 of the terms and conditions, respondent no.2 was to be kept on probation for three years and depending on performance, was to be given further extension of nine months. The contract was renewable on an year-to-year basis for a maximum of three years as per the discretion of respondent no.1.

2. Learned counsel for respondent no.1 says that respondent no.2, during the pendency of the writ petition, has been given extension, and that the period of three years is coming to an end on 15.06.2015.

2.1 The learned counsel contends that the issuance of contract to respondent no.2, apart from anything else, violated clause 4 of the eligibility conditions contained in the tender.

2.2 For the sake of convenience, the same is extracted herebelow:

“....4. To be eligible to tender, a firm should have successfully provided services of House Keeping to at least two Government Departments or PSUs or Autonomous Institutions. The firm must produce documentary evidence of having done this....”

3. Apart from this, learned counsel for the petitioner says that in the bid submitted by respondent no.2 there were corrections and variations which violated clause 2 of the terms and conditions. The said clause is also extracted hereinbelow for easy reference:

“....2. The tenderer should take care that the rates quoted are written clearly. In case of corrections/ overwriting the tender will not be accepted....”

4. Learned counsel for respondent no.1 has been shown a list of companies which are set out in paragraph 4 of the counter affidavit of respondent no.2. It has been put to him as to whether any of these institutions meet the criteria contained in clause 4 of the eligibility conditions stipulated in the matter. Learned counsel for respondent no.1 says that they will fall under the heading ‘Autonomous Institutions’.

5. According to me, this submission is clearly erroneous. A reading of clause 4 would show that autonomous institutions are those which are Public Institutions having an element of autonomy. They are significantly different from private entities. This conclusion is reached by having regard to the context and the setting in which the expression “Autonomous Institution” is found in clause 4. The expression autonomous institutions has to take colour from the preceding expressions as contained in clause 4; these being: Government Department and PSUs. Therefore, on this short ground alone, one can reach a conclusion that the contract was awarded to respondent

no.2, contrary to the terms and conditions contained in the tender.

6. In so far as the other aspect is concerned, regarding correction and over-writing in the bid document of respondent no.2, learned counsel for respondent no.1 says that he will have to take instructions.

7. It is seen that in paragraph 15 of the writ petition, a specific averment regarding additions and alterations has been made. In the counter affidavit, while there is a denial with respect to this aspect, the averment made in support of the traverse, lacks clarity. However, for my purpose, I need not go, as far as that, which is, whether or not alterations and additions have been made in the bid document filed by respondent no.2. The first aspect, clearly, is indicative of the fact that respondent no.2 could not have been issued the tender. To be eligible, it ought to have provided 'House keeping' services to two 'Autonomous Institutions'. This condition is clearly not fulfilled.

8. In view of the above, the award of contract dated 30.05.2012, to respondent no.1, is held to be illegal. The contract is, accordingly, set aside. However, having regard to the fact that respondent no.1 will be without house-keeping and security services, respondent no.1 is given the liberty to start the process of calling for fresh tender immediately. The process will be completed within four weeks from today, pending which respondent no.2 will continue to render services and accordingly paid for the period services are rendered.

9. The petition is, accordingly, disposed of. The cost of the petition will also stand awarded to the petitioner by respondent no.1.

10. Dasti.

RAJIV SHAKDHER, J

APRIL 15, 2015/kk