

IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
BENCH AT AURANGABAD

WRIT PETITION NO.2320 OF 2016

Devidas Ambadas Jadhav ... PETITIONER

VERSUS

The State of Maharashtra & anr. ... RESPONDENTS

.....
Shri S.B. Gastagar, Advocate for petitioner
Shri A.G. Magare, A.G.P. for State
.....

CORAM: S.V. GANGAPURWALA AND
A.I.S. CHEEMA, JJ.

DATED: 14th March, 2016.

ORAL ORDER :

1. Mr. Gastagar, learned counsel for the petitioner submits that, the respondent No.2 invited e-tender for supply of drinking water from private tankers/ truck supply contractors for financial year 2016-17 to the villagers and localities in Latur district facing water scarcity, indicating maximum rate of Rs.158/- per day per ton per 2 Kms. According to the learned

counsel, the respondent No.2 deliberately included clause A(1) asking earnest amount of Rs.15 Lakhs and clause A(6) asking for cash security deposit of Rs.40 Lakhs within 3 days after acceptance of tender. The said clauses are harsh and are included with an intention to support the contractors already performing the said work for the year 2015-16 or such other interested persons who have political support. In earlier e-tender invited for the year 2014-15 and 2015-16, earnest amount was asked of Rs.2 Lakhs. After acceptance of tender, security deposit was to be given by way of Bank guarantee of Rs.5 Lakhs. According to the learned counsel, there is no purpose in asking earnest amount of Rs.15 Lakhs. The purpose of tender is to invite large number of offers so that the bidding would be more competitive. The said purpose is frustrated because of such clauses.

2. We have heard learned A.G.P. also. The learned A.G.P. states that for a period of 1.4.2015 to 30.3.2016, the total amount expended for such water supply scheme was approximately Rs.7,86,00,000/-.

3. The contract appears to be of high volume, wherein monthly turnover would be to the extent of 2 to 3 Crores. If that

is the position, then seeking earnest amount of Rs.15 Lakhs cannot be said to be a harsh condition, because it will have to be seen that the person filling the tender has the capacity to perform and that is why earnest amount of Rs.15 Lakhs is contemplated and it is only after acceptance of tender, security deposit of Rs.40 Lakhs by way of cash security is required. The turnover was 7 Crores in the preceding year, the same may increase this year, naturally the amount asked as earnest amount and security deposit is not unreasonable. The same is not even 1% and 5%.

4. In light of the above, no interference is called for. Writ Petition is disposed of. No costs.

(A.I.S. CHEEMA, J.)

(S.V. GANGAPURWALA, J.)

fmp/wp2320.16