

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 30 OF 2016**

S2 Infotech Private Limited	...Petitioners
<i>Versus</i>	
Maharashtra Agro Industries Development Corporation Ltd. & 2 Ors.	...Respondents

Mr. Arif Bookwala, Senior Counsel, aw/ Mr. Gautam Ankhad,
Mr. Jay Joshi, i/b Mr. Abhineet Sharma, for the Petitioners.
Mr. Mahesh Shukla, for the Respondents Nos. 1 and 2.
Ms. Uma Palsuledesai, AGP, for the Respondent No. 3.

**CORAM: S.C. DHARMADHIKARI &
G.S. PATEL, JJ.**
DATED: 9th February 2016

PC:-

1. We have heard Mr. Bookwala, learned Senior Counsel appearing for the Petitioner. We have also heard the learned counsel for the contesting Respondent, Respondent No. 1. The 2nd Respondent is only a Deputy General Manager (Administration) of the 1st Respondent, Corporation.

2. The 1st Respondent, Corporation had floated a tender and that was for manpower supply. The Petitioner placed the bid pursuant to this tender notice dated 27th July 2015.

3. Relying upon certain terms and conditions, including a corrigendum issued, the Petitioner enquired about the fate of its bid.

4. The Petitioner was specifically called upon to answer certain queries and which related to quoting a price below the minimum price. Surprised at such a quotation, the Corporation enquired as to how the Petitioner's tender can be said to be compliant, more so whether the calculation of paying wages in adherence with Minimum Wages Act and payment of all statutory deductions, such as employees' contribution to Provident Fund and Employees' State Insurance etc., were included or not in the details of service charges provided by the Petitioner. These components being not specified and still the Petitioner's tender is accepted that would put the entire process in jeopardy. The corporation may face difficulties and problems including audit objection in future.

5. Therefore, the Corporation relying upon para 5.38 of the terms and conditions rejected the tender and unless the Petitioner was agreeable to remove the service charges mentioned in the tender. Finding that the Petitioner's response to this stand was unsatisfactory, the Corporation rejected the tender.

6. Later on it has passed an order impugned in this Writ Petition and which, according to Mr. Bookwala, amounts to a blacklisting of the Petitioner from all future contracts.

7. Mr. Bookwala, therefore, would read the impugned communication at page 111A to mean that blacklisting from tendering process are words of wide amplitude and would debar the Petitioner from participating in any future tenders and bids floated by the 1st Respondent, Corporation.

8. After having heard both counsel on this point, we are of the view that the communication at page 111A should not be seen as a isolated document. The correspondence is on the subject tender, namely, empanalment of manpower service. The correspondence refers to both the technical and the commercial bid of the Petitioner. It was found that the unrealistic service charges and which came to be quoted in the specific and particular tender resulted in the process being subverted and the Petitioner's tender being rejected.

9. Therefore, the last sentence in this communication at page 111A should not be read out of context, but with all the communications till that date and on the subject so also in the above perspective. Then, we are of the view that this is noting but keeping the Petitioner out of the subject tender. It does not debar the Petitioners from placing their bids and tenders in future endeavours of the Corporation, meaning thereby if the Corporation invites any bids in future, the Petitioner is not prevented by this communication from participating in that process. With this

clarification all the more we need not interfere in writ jurisdiction.
The Petition is disposed of with no order as to costs.

(G. S. PATEL, J.)

(S. C. DHARMADHIKARI, J.)