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

+ **W.P.(C) 4836/2017 & CM 20862/2017**

M/S GORKHA SECURITY SERVICES Petitioner
Through: Mr.Tarkeshwar Nath, Mr.Saurabh Kr.
Tuteja, Mr.Onkar Nath, Advs.

versus

GOVT OF NCT OF DELHI AND ANR Respondents
Through: Mr.Peeyosh Kalra, ASC, GNCTD with
Ms.Sona Babbar, Adv.

CORAM:

HON'BLE MR. JUSTICE S. RAVINDRA BHAT

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **29.05.2017**

1. After some hearing, the learned counsel for the petitioner sought liberty for obtaining instructions to withdraw the present writ petition. It is, however, stated that the Court should make it clear that the inconsistency between the main body of the E-Tender (NIT) which mentions the contract period two years expandable by one year and the form of the contract appended thereto should be clarified.
2. The main body of the notice inviting tender for providing security services states inter alia as follows:-

“E-Tenders are invited under Three-Bid system from reputed agencies, having capacity to deploy the adequate number of uniformed Security Guards and security supervisors, for providing Security Services for deploying a total number of 360 security guards in various Delhi govt. Hospitals, under RDHS (WEST) as per details mentioned at clause 8 below, for a period of two year (extendable by another one year on mutual agreement, which can be further extended for a period of 3 months and a maximum of 6 months in case of exigency and

unavoidable circumstances at same terms and conditions). Further the service provider has to provide the security supervision as per PSARA Act.”

3. On the other hand, Annexure–V of the NIT, which prescribes the form of Agreement entered into with the Medical Superintendent of the respective Hospitals, *inter alia* reads as follows:-

“THIS AGREEMENT is made on the day of(Month)(Year) Between the Lt. Governor, NCT of Delhi through (Designation of HOD and address of the Authority / Hospital / Department) (hereinafter called ‘the Authority / Hospital /Department’ which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND (Name and address of the contractor) through Shri, authorized representative (hereinafter called “the Contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the(Name of the Authority / Hospital / Department).

xxx

3) This Agreement is for a normal contract period of one year unless terminated earlier as per the contract conditions. This is extendable for an additional period of one year which can further be extended to a maximum period of 6 months and each time extension shall be for a minimum of three months.”

4. It is quite evident that the form of agreement is not in consonance with the tender condition in the NIT.
5. Having regard to this fact, a direction is issued to the respondents to take necessary steps to issue a clarification/corrigendum in this regard and ensure that the corrected

forum of agreement was ultimately used.

6. The writ petition is permitted to be withdrawn in terms of the above directions.

Order dasti.

S. RAVINDRA BHAT, J

NAVIN CHAWLA, J

MAY 29, 2017
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