

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION (L) NO.1868 OF 2018

Ses Energy Services India Pvt. Ltd. ...Petitioner
vs.
Oil and Gas Corporation Ltd. and Ors. ...Respondents

Ms. Rina Pujara, for the Petitioner
Mr. Piyush Sharma a/w. Mr. Shreyas Patel, Mr. Meit Sampat i/b.
Little & Co., for Respondent No. 2.
Mr. Pankaj Sawant a/w. Mr. Virendra Pereira, Mr. Aziz Khan i/b.
Divya Shah Associates, for Respondent No. 1.

**CORAM : SHANTANU KEMKAR &
N. W. SAMBRE, JJ.**

DATE : JUNE 15, 2018

P.C.:

. Challenging the letter of award dated 7th April, 2018 by
Respondent No. 1 in favour of Respondent No. 2, the Petitioner has
filed this Petition.

2. The contention of the learned counsel for the Petitioner
is that in the Bid submitted by the second Respondent, the second
Respondent had offered the vessel i.e. Ocean Turquoise along with
other two vessels but during the consideration and during the
process of tender, he had also offered another vessel of Lewik
Altair.

3. According to the Petitioner, the second Respondent has

altered the offer about vessel during the tender process and in the circumstances, he ought to have been hold disqualified for the tender.

4. Learned counsel for Respondent No. 1 as also Respondent No. 2 has stated that as per Clause No. 10.3 of the tender condition that, though the bidder is not allowed to change the identified vessel during the validity period of their offer, however, bidders will have an option to change the identified vessel at the time of extending validity period of the offers provided that the substituted vessel offered meets tender specification.

5. It is the case of Respondent Nos. 1 and 2 that subsequently offered vessel was also meeting the tender specification. It is further case of Respondent Nos. 1 and 2 that substituted vessel was offered during the extended validity period of offer. It is further stated that even otherwise first Respondent has not accepted the Petitioner's tender on the vessel which was subsequently offered but accepted the Petitioner's tender on the vessel on the Respondent No. 2's offer which was offered in the beginning. In the circumstances, according to Respondent No. 1 no illegality or any breach of the tender condition has been committed.

6. We have heard the submissions of learned counsel for the parties and we have also gone through the documents filed along with the Petition. Having considered the same, we are of the considered view that no case is made out to interfere in the matter. The tender has already been awarded in April, 2018. There appears to be no violation of the tender condition as the vessel on which the contract has been awarded, was offered in the initial bid document itself and as such the case of the Petitioner that there was change in the vessel has no merit. We find no condition of the tender has been violated. Therefore, in our considered view no illegality made by the first Respondent in awarding the contract.

7. In view of aforesaid, the Petition is dismissed.

(N.W. SAMBRE, J.)

(SHANTANU KEMKAR, J.)