

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

WRIT PETITION NO. 12179 OF 2019

**SANT NAMDEO MAHARAJ MAZOOOR SAHAKARI SANSTHA LTD
LALWANDI THROUGH ITS CHAIRMAN**

VERSUS

THE STATE OF MAHARASHTRA AND OTHERS

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Advocate for Petitioner : Mr. Nagargoje Ankush N.

AGP for Respondents No. 1 & 2 : Mr. P. S. Patil

Advocate for Respondents No. 3 to 5 :

Mr. S. B. Pulkundwar

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**CORAM: S. V. GANGAPURWALA &
AVINASH G. GHAROTE, JJ.**

DATE: 18th DECEMBER, 2019

PER COURT:

1. Mr. Nagargoje, learned counsel for the petitioner submits that pursuant to the tender notice the petitioner submitted the tender on 11.03.2019. The technical bid of the petitioner was opened and was found to be in order. The financial bid of the petitioner was opened. The petitioner was found to be the lowest bidder. The petitioner deposited the security deposit as per the directions of the respondent on 26.07.2019.

Subsequently, on 20.09.2019, the bid of the petitioner is cancelled. The learned counsel submits that the bid of the petitioner is purportedly cancelled on the ground that the petitioner has not tendered the certificate about work done in the financial year 2017-2018 and 2018-2019. The learned counsel submits that the said document was submitted by the petitioner at the time of query raised during the opening of the technical bid. The respondents have failed to consider the said aspect. The procedure is also not followed by the respondents at the time of allotting the tender to other persons. The procedure is required to be followed.

2. Mr. Pulkundwar, the learned counsel submits that the petitioner did not comply the essential conditions as required under the tender document. The objections were tendered by the other tenderers to the tender of the petitioner as the petitioner had not submitted the credit certificate / financial stability certificate. The same was mandatory. The petitioner misled by

filing the erroneous documents. The petitioner had not submitted the credit certificate / financial stability certificate as per the Government Resolution dated 19.10.2011.

3. According to Mr. Nagargoje, the learned counsel, as per the said Government Resolution the petitioner is required to be given an opportunity to comply with technical defects if any and within that period the petitioner has submitted the financial / stability certificate (*Page No. 177*).

4. The learned counsel submits that the work order is already allotted to the persons in November 2019.

5. We have considered the submissions canvassed by the learned counsel for respective parties.

6. The dispute is about the compliance of mandatory conditions. The tender document requires the petitioner to submit details of the work of similar type and magnitude carried out by the contractor. The certificate from the Head of

the Office under whom the work is completed is required to be enclosed. According to the respondents, the petitioner failed to enclose the said document.

7. The petitioner had filled in the tender on 11.03.2019. The petitioner contends that he had submitted the document about the financial stability on 03.06.2019 after the last date of filling in the tender is over. Naturally, the document could not be submitted online. It would be required to be submitted manually as the website would be de-linked after the last date of filling in the tender. We do not find any acknowledgment. As per the petitioner, the said certificate is tendered on 03.06.2019. There is nothing on record to show the receipt of the same by the respondents. The same appears to be the essential terms and conditions of the tender.

8. The work order is already issued to the different persons. They are not parties to the

writ petition. Even otherwise, adverse orders could not have been passed in their absence.

9. In light of all the aforesaid aspects, no case for interference is made out.

10. Writ Petition as such is dismissed. No costs.

[AVINASH G. GHAROTE, J.] [S. V. GANGAPURWALA, J.]

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