

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP-35018-2019 (O&M)

Date of decision:- 14.01.2020

Ravi Kumar Soi

...Petitioner

Versus

Cantonment Board, Ferozepur and others

...Respondents

CORAM: HON'BLE MR. JUSTICE RAVI SHANKER JHA, CHIEF JUSTICE
HON'BLE MR. JUSTICE ARUN PALLI

Present:- Mr. C.M. Munjal, Advocate,
for the petitioner.

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RAVI SHANKER JHA, C.J. (ORAL)

This petition has been filed by the petitioner being aggrieved by an order and decision of the respondent No. 1 dated 24.09.2019 by which the respondent No. 3 has been awarded the contract of conservancy services for cantonment/military station, Ferozepur.

Learned counsel for the petitioner submits that the only ground on which the aforesaid order has been challenged is that the respondent No. 3 did not fulfill the necessary condition of quoting service charges as required by clause 5 (iii) of the evaluation criteria contained in the tender notice dated 12.04.2019 (Annexure P-2). Learned counsel for the petitioner has taken this Court through Annexures P-14 and P-15 which are comparative rates quoted by the respondent No. 3 and the petitioner respectively. It is submitted by learned counsel for the petitioner that though the respondent No. 3 quoted one paise only as the service charges, in view of the clause for rounding off for the purposes of evaluation of the bid, the one paise service charges quoted by the respondent No. 3 was rounded off to ₹ 6,35,59,200/-, whereas the fifty paise towards service charges quoted by the

petitioner was rounded off to ₹ 6,35,59,201/- i.e. one rupee more than the bid of the respondent No. 3. Learned counsel for the petitioner taking this Court through various documents filed by the petitioner submitted that the matter regarding evaluation of the bid was taken up by the respondent-Board and in the initial meeting held on 22.06.2019, majority of the members of the Board voted in favour of the petitioner, but the President of the Board recorded a dissenting note and forwarded the matter to the respondent-Board again under Section 56(1) of the Cantonments Act, 2006. It is submitted that subsequently the General Officer Commanding-in-Chief (GOC-in-C) issued a notice to the Board for taking a decision in the matter in accordance with the provisions of law, whereupon by the impugned decision taken on 24.09.2019, it was resolved to award the contract to the respondent No. 3. Learned counsel for the petitioner submits that other members of the Board were at one with the respondent No. 3 and that is why the members who had infact initially voted in favour of the petitioner did not do so subsequently when the matter was ultimately taken up after issuance of the show cause notice by the GOC-in-C and the subsequent decision was taken on 24.09.2019. Learned counsel for the petitioner submits that the main issue raised by the petitioner regarding disqualification of the respondent No. 3 on account of not quoting the service charges was neither considered, nor discussed by the Board and, therefore, the impugned decision of the Board is required to be quashed.

We have heard learned counsel for the petitioner at length.

As stated earlier, this is the only issue raised and argued by learned counsel for the petitioner before us. From a perusal of clause 5 (iii) of the evaluation criteria mentioned in the tender notice, it is apparent that there is a clause which requires that service charges have to be compulsorily quoted, as quoting NIL would result in rejection of the

financial bid. It is an undisputed fact that the respondent No. 3 has quoted one paise as service charges, while the petitioner has quoted fifty paise as service charges. In such circumstances, we are of the considered opinion that the respondent No. 3 has complied with the necessary requirement of quoting the service charges and the contention to the contrary cannot be accepted. A perusal of Annexure P-14 filed by the petitioner further indicates that while the total amount has been rounded off to ₹ 6,35,59,200/- in view of the rounding off clause by treating one paise as less than a rupee, however, in the last column of Annexure P-14, it is clearly stated that the total amount quoted in words is rupees Six Crore Thirty Five Lakh Fifty Nine Thousand Two Hundred and Paise One only. The clause relating to rounding off for the purposes of evaluation would not wipe out the fact of the respondent No. 3 quoting one paise as the service charges.

In the circumstances, we do not find any illegality in the decision of the respondent-Board in holding that the respondent No. 3 fulfills the evaluation criteria for financial bid prescribed in the tender document.

The petition filed by the petitioner being meritless is accordingly dismissed.

(RAVI SHANKER JHA)
CHIEF JUSTICE

(ARUN PALLI)
JUDGE

14.01.2020

Anodh

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No