

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11183 of 2024

M/s. UNISSI India Private Limited having its registered office at WW10, Windchants Experion, Sector 112, Near Dwarka Expressway, P.S.- Bajghera, District- Gurugram, Haryana- 120017, through its Authorised Representative, Shatrughan Shukla alias Shatrughna Shukla, Son of Ramkishor Shukla, resident of Village- Bangra Rambaks Rai, P.O.- Barwa Raja Pakar, P.S.- Sewarahi, District- Kushinagar, Uttar Pradesh- 274407.

... .. Petitioner/s

Versus

1. The State of Bihar through the Additional Chief Secretary, Department of Health, Government of Bihar, 1st Floor, Vikas Bhavan, Bailey Road, Patna - 800015.
2. The Additional Chief Secretary, Department of Health, Government of Bihar, 1st Floor, Vikas Bhavan, Bailey Road, Patna - 800015.
3. The Principal Secretary, Department of Finance, Government of Bihar, Patna- 800015.
4. The Additional Chief Secretary, Department of Industries, Government of Bihar, Patna- 800015.
5. The Bihar Medical Services and Infrastructure Corporation Limited through its Managing Director, 4th Floor, State Building Construction Corporation Limited, Hospital Road, Shastri Nagar, Patna- 800023.
6. The Managing Director, 4th Floor, Bihar Medical Services and Infrastructure Corporation Limited, State Building Construction Corporation Limited, Hospital Road, Shastri Nagar, Patna- 800023.
7. The Chief General Manager (Project), Bihar Medical Services and Infrastructure Corporation Limited, Patna, Bihar- 800023.
8. The General Manager (Procurement), Bihar Medical Services and Infrastructure Corporation Limited, 4th Floor, State Building Construction Corporation Limited, Hospital Road, Shastri Nagar, Patna- 800023.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Shekhar Singh, Advocate Mr. Sumit Kumar, Advocate Mr. Avinash Kumar Singh, Advocate
For the Respondent/s	:	Mr. Lalit Kishore, Sr. Advocate Mr. Vikash Kumar, Advocate Mr. Ayush Kumar, Advocate Ms. Kanishka Shankar, Advocate



CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE NANI TAGIA
ORAL ORDER

(Per: HONOURABLE THE CHIEF JUSTICE)

3 02-08-2024 The petitioner was aggrieved with the issuance of a fresh tender despite the petitioner having been declared L1 and remitting the transaction charges. We had granted a stay of the fresh tender issued, only since the petitioner had submitted before us that there was no response from the respondent-awarder after he was declared L1 and he had remitted the transaction charges.

2. Today, a counter affidavit has been filed and it has been specifically pointed out that as per Clause 17 and 18 of the Notice Inviting Tender (for brevity 'NIT'), the successful bidder will have to submit Performance Security Deposit in the form of DD or Bank Guarantee and also would be required to execute an agreement on non-judicial stamp paper of Rs. 1000 within two weeks from the date of receipt of Letter Of Award; unless extended by the tender inviting authority. The petitioner failed to do so is the submission of the learned Senior Counsel appearing for the respondents.

3. Learned Counsel appearing for the petitioner, however, points to Annexure- P/2, a contract issued to him



which had to be executed. It is argued that as per Clause 22 (f) (e), there were two zones which were the subject matter of the NIT; the South Zone and the North Zone which are indicated in 22(f)(d). As per 22(f)(e), the South Zone will be awarded to the originally declared L1 and the North Zone would be awarded to the bidder who agrees to render the services on L1 rate. The petitioner's contention is that though he was issued with a contract which spoke of both the zones, he was not aware as to which zone he has to execute the contract for.

4. There is no communication addressed to the respondents, seeking any such clarification. Admittedly, Annexure-P/2 contract was issued to him. As per the NIT also, Zone-1: South is to be awarded to the originally declared L1; which the petitioner was entitled to. As far as the North Zone is concerned, it would have to be awaited, as to whether the petitioner would be granted the said zone by the respondent-awarder or any other bidder who is agreeable to render the services at the L1 range. The fresh tender notice has been issued only on the default of the petitioner; of not having executed the agreement and the Performance Security Deposit not being deposited. If the petitioner had any doubts it ought to have been clarified from the tender inviting authority.



5. We find absolutely no reason to interfere with the
fresh NIT. The writ petition stands dismissed.

(K. Vinod Chandran, CJ)

(Nani Tagia, J)

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