IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.6835 of 2025

Prasanna Kumar Nayak …. **Petitioner**

Represented by Adv.–
Mr. S.K. Nath, Advocate
Mr. S. Ghosh, Advocate

-Versus-

State of Odisha and others …. **Opposite Parties**

Represented by Adv.–
Mr. Debasis Tripathy, A.G.A. for the State

CORAM:
HON' BLE THE CHIEF JUSTICE
AND
HON'BLE MR. JUSTICE MURAHARI SRI RAMAN

ORDER

Order No. **10.12.2025**

03. 1. Despite the service having effected upon opposite parties No.2 and 3, there is no representation on their behalf; however, the State is represented.

2. Since the service upon the aforementioned opposite parties is found satisfactory, we proceeded to dispose of the matter in their absence.

3. The instant writ petition is at the behest of a successful tenderer assailing the letter dated 27th February, 2025 whereby and whereunder the bid of the petitioner was rejected.

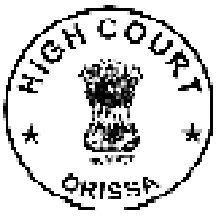
4. Pursuant to a Detailed Tender Call Notice (DTCN) dated 1st July, 2024 issued by the Jatni Municipal Council for several works, the petitioner offered the bid for "Extension of the Executive Officer Chamber inside Municipality Office" appearing at Sl. No.8 of said DTCN. The petitioner was adjudged as the successful bidder which was duly communicated on 14th August, 2024. Despite said letter having received by the petitioner, the condition enshrined in the said DTCN was not fulfilled, which constrained the authorities to cause another letter dated 27th February, 2025, not only cancelling the bid, but also forfeiting the part of the Additional Performance Security (APS) and the ISD.

4.1. The challenge to the said letter dated 27th February, 2025 is founded upon with the assertion that it is obligatory under the said DTCN to give seven days time to deposit the APS in the shape of a demand draft/term deposit, but the letter dated 14th August, 2024 reveals that three working days were given to the petitioner. Therefore, the authorities have acted contrary to the terms and

conditions embodied in the said DTCN. It is further submitted that the verification of the document was also provided in the said DTCN to be done within ten working days from the date of the opening of the bid which is also violated by the authorities. Further plea is taken that the said letter dated 14th August, 2024 is ambiguous which would be revealed from the subject where the ward No. 8 was incorporated when the petitioner offered his bid only in respect of "Extension of the Executive Officer Chamber inside Municipality Office" and, therefore, was in dilemma whether the compliance of APS should be ensured.

5. Before we proceed to decide the points as adumbrated hereinbefore, it would be useful and profitable to quote Clauses-4, 5 and 7 of the said DTCN, which run thus:

> *"4. After opening of the financial bid, the original documents of the successful lowest bidder as per requirement of the DTCN will be verified at the offices of the undersigned within 10 (ten) working days of opening of the bid.*
>
> *5. The Successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish the Additional Performance Security (APS) in shape of Demand Draft/Term Deposit Receipt pledged in favour of Executive Officer, Jatni Municipality within 7 days, otherwise the bid shall be cancelled and security deposit shall be forfeited.*

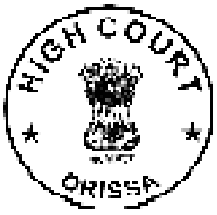


Further proceedings for blacklisting shall be initiated against the bidder.

xxx *xxx* *xxx*

7. The Original Affidavit including attested hard copies of all documents uploaded through website should be submitted in a sealed cover superscripted with the name of tenderer and a bid Identification no. to the Executive Officer, Jatni Municipality for verification by 9.00 Hrs of dt: 29.04.2023. The documents submitted during the online during the bidding shall only be entrained. Any hard copy of scanned documents shall not be entrained if that document is not uploaded online by dropping in the website. www.tendersorissa.gov.in."

5.1. The meaningful reading of the aforesaid Clauses embodied in the said DTCN conveys a manifest intention of the author of the said DTCN that it is imperative on the part of the successful bidder to furnish the APS in shape of a demand draft/term deposit in favour of the Executive Officer of the said Municipality within seven days with the consequences of the cancellation of the bid and forfeiture of the security deposit. It further provides the initiation of proceeding for blacklisting against the said bidder. The verification of the documents so relied upon at the time of the submission of the bid was also to be ensured within ten working days from the date of the opening of the bid.



5.2. The contention of the learned counsel for the petitioner that the authorities must adhere to the timeline provided in the said DTCN and if there is any infraction perceived in this regard, it invites such action liable to be interfered with, does not appear to hold water in view of the facts emanating from the record.

6. It is no doubt true that while issuing a letter dated 14th August, 2024, the authorities restricted the timeline within which the APS is to be submitted by the petitioner which is not in tune with Clause-5 of the said DTCN. Had it been the action of the authority that immediately upon expiration of three days, the bid is cancelled, we would have appreciated the contention of the petitioner, provided he is ready with the APS and offered the same to the authorities within seven days from the date of the opening of the bid. The petitioner remained silent and did not take any steps to submit the APS even within seven days of the opening of the bid. But shelter is sought to be taken that the said letter dated 14th August, 2024 being ambiguous, the petitioner was skeptical in compliance of the terms and conditions.

7. We do not find any ambiguity which would come in the mind of a common man by an additional words “Ward-08” when the

nature of the work for which the petitioner submitted his bid is explicit, clear and unambiguous. The petitioner was conscious that he is offering his bid for "Extension of the Executive Officer Chamber inside Municipality Office" and, therefore, cannot be confused with the word and figure "Ward-08" when the description of the said work is the repletion of the work depicted in the DTCN.

8. We, thus, do not find any sustainability in the stand of the petitioner on the perceived ambiguity. Furthermore, the verification of the documents within the time stipulated in Clause-4 and the submission of the APS within the stipulated time provided in Clause-5 are contemporary and may be undertaken by the authorities simultaneously therewith. There cannot be any impression created in the mind of the bidder that the time indicated in Clause-5 can only commence after the exercise contemplated in Clause-4 is ensured by the authority. Clause-5 of the DTCN contained the consequences in the event of a default committed by the bidder and once the authorities have taken recourse to the said consequences as the default is undisputed, we do not find any illegality and/or irregularity in the decision of the said authority.

9. We, thus, do not find any ground warranting interference with the said letter dated 27th February, 2025 issued by the Executive Officer of the aforesaid Municipality.

10. The writ petition is, thus, dismissed. The interim order passed earlier stands vacated. No order as to costs.

(Harish Tandon)
Chief Justice

(M.S. Raman)
Judge

S.K. Guin/PA

Signature Not Verified
Digitally Signed
Signed by: SUBASH KUMAR GUIN
Reason: Authentication
Location: High Court of Orissa, Cuttack
Date: 12-Dec-2025 20:37:38