



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

134

CWP-34275-2024 (O&M)

Reserved on : 16.01.2025

Pronounced on : 22.04.2025

M/s Manish Kumar and Company and others

...Petitioners

Versus

Union of India and others

...Respondents

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CWP-766-2025 (O&M)

Parveen Goyal and another

...Petitioners

Versus

Bharat Petroleum Corporation Limited and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE SURESHWAR THAKUR
HON'BLE MR. JUSTICE VIKAS SURI**

Present: Mr. Kshitij Sharma, Advocate and
Mr. Shubhkarman Singh Gill, Advocate for the petitioners
in CWP-34275-2024 and for respondent Nos.7 to 11
in CWP-766-2025.

Mr. Sanjeev Sharma, Sr. Advocate with
Mr. Vikram Singh, Advocate, Mr. Jugansh Goyal, Advocate
and Mr. Ishnoor Bains, Advocate for the petitioners
in CWP-766-2025.

Mr. Akashdeep Singh, Advocate
for respondent No.1 – UOI in CWP-34275-2024.

Mr. Raman Sharma, Advocate with
Ms. Aakriti Sharma, Advocate and
Mr. Amarsingh Dudeja, Advocate
for respondent No.2 in CWP-34275-2024 and
for respondent Nos.1 to 4 in CWP-766-2025.

Mr. Maninder Singh, Sr. Deputy Advocate General, Punjab.

**VIKAS SURI, J.**

1. Since both the above captioned petitions arise from the same tender and involve common questions of facts and law, therefore, they are amenable to be decided through a common verdict. With the consent of the parties, facts are being referred from CWP-34275-2024, except where mentioned otherwise in context to the discussion.

2. Through the instant writ petitions, the petitioners herein pray for the hereinafter extracted reliefs:

Prayer made in CWP-34275-2024

Issue a writ of mandamus/certiorari or any other writ, order, direction to direct the Bharat Petroleum Corporation Limited (BPCL) to immediately take steps to ensure that the petitioners, all of who are successful tenderers, and have been issued letter(s) of intent, in the form and nature of letter of intent dated 08.11.2024 (Annexure P-2), are allowed to complete all contractual formalities, including the signing of the transport agreement, induction of tank trucks, and submission of valid Bank Guarantees, without obstruction/hindrance and threat from local transporters.

And/or

If necessitated, direct the respondent Bharat Petroleum Corporation Limited (BPCL), to grant any extensions etc., to complete all contractual formalities, including the signing of the transport agreement, induction of tank trucks, and submission of valid Bank Guarantees, which have been delayed, not on account of any breach by the petitioners, but apparently on account of the repeated disruption by the



local transporters, and the persistent inaction by the local administration of Bathinda District.

And/or

Further issue a writ of mandamus/certiorari or any other writ, order, direction the Deputy Commissioner of Bhatinda and the Superintendent of Police, Bhatinda, to immediately take effective and necessary action to restore law and order at the BPCL Bhatinda Depot and ensure that no unlawful protests or blockades are allowed to prevent the petitioners from complete all contractual formalities, including the signing of the transport agreement, induction of tank trucks, and submission of valid Bank Guarantees, in view of the apparent failure of the local administration, which has failed to act in pursuance to the representations dated 22.11.2024, 25.11.2024, 05.12.2024, 06.12.2024, 07.12.2024, 08.12.2024, 10.12.2024, 13.12.2024, 16.12.2024 (Annexure P-4 to Annexure P-27), by the petitioners.

And/or

During the pendency of the writ petition, the petitioners be allowed to complete all contractual formalities, including the signing of the transport agreement, induction of tank trucks, and submission of valid Bank Guarantees, without obstruction from local transporters.

And/or

Further direct the local authorities to suitably protect the petitioners' legal rights, and if warranted take appropriate coercive action to prevent further harassment, destruction of property, and interference with business operations of the petitioners.



And/or

Any other relief that this Hon'ble Court may deem fit and proper in the interests of justice and equity, including directing the respondents to decide the legal notice dated 16.12.2024 (Annexure P-28)

Pass any other writ order or direction, which this Hon'ble court may deem fit and appropriate, may kindly be granted in favour of the petitioners in the facts and circumstances of the present case, including directing the Respondents to treat this writ petition as a representation and consider the points contained herein and pass a speaking order after hearing the petitioner, in the interest of justice, equity and fair play.

Prayer made in CWP-766-2025

- (i) Issue Writ, Order or Direction in the Nature of Certiorari for cancellations of all Award of Contract (Letter of Intent) and Agreements executed beyond 08.12.2024, i.e. last date, with successful bidders on account of breach of mandatory terms of supply of the Tank Lorries, furnishing of Security Deposit / Bank Guarantee and Execution of Agreement within the stipulated time of 30 days in accordance with the terms of Tender No.BPCL/Retail/POL/Bulk/2024-2029/ Bhatinda (Annexure P-1) being contrary to the provisions of the above referred tender and prejudicial against other successful bidders including the Petitioners who have executed the complied with the above terms within the prescribed time frame.
- (ii) Issue a Writ, Order or Direction in the nature of



directing the Respondents to take immediate action and decide the Legal Notice forwarded on behalf of the the Petitioners vide 25.12.2024 (Annexure P-8) in a time bound manner.

(iii) Issue any other appropriate writ, order or direction, as may be deemed fit in the facts and circumstances of the present case;

(iv) The condition of filing of certified copies of Annexures may be exempted;

(v) The condition of service of advance notice upon the respondents may kindly be exempted;

That costs of the writ petition may be awarded in favour of the petitioner.

(vi) It is further prayed that during the pendency of the present writ petition, the execution of the agreements may be stayed or in the alternative proceedings of tender may not be finalised during the pendency of the present writ petition and / or the agreements executed beyond 08.12.2024 should not be acted upon.

Factual Background

3. Bharat Petroleum Corporation Limited (for short 'BPCL') - respondent No.2, published a detailed notice inviting tender (Annexure P-1) titled as 'Tender for Road Transportation of Bulk POL Products (MS/HSD/Branded Fuels/SKO/ATF) by TOP loading Tank Lorries from BPCL Bathinda Depot, Punjab to various locations (Depots/Retail Outlets/direct customer etc.) within state (WS) and outside state (OS)'



(for short 'DNIT'). The subject tender was an all India online open tender.

3.1 The DNIT was published on 05.04.2024; and 12.04.2024 was specified as the pre bid meeting date (online VC). The due date and time of online tender submission (Technical and Price Bid both), was initially 26.04.2024 at 15:00 hrs, which was subsequently first extended to 10.05.2024 and then to 13.05.2024. The aforesaid online public tender being open to the whole country geographically, applications were received from within the State of Punjab as well as from outside.

3.2 The petitioners in CWP-34275-2024 are the successful bidders from outside the State of Punjab, whereas the petitioners in CWP-766-2025 are the successful bidders from the State of Punjab. Thus, two factions of transporters stood formed, that is, one from the State of Punjab (hereinafter referred to as 'Set A') and the other being from outside the State of Punjab, i.e. rest of India (hereinafter referred to as 'Set B').

3.3 Upon opening of the tender and its allocation, vide letter of intent dated 08.11.2024 (Annexure P-2), certain obligations as provided under the tender document were required to be fulfilled.

3.4 It is alleged that the local transporters who are also members of Bathinda Tank Truck Association, started protesting outside the main gate of BPCL, Bathinda Oil Depot and caused resistance, preventing the successful applicants from physically collecting the letter



of intent, who did not enjoy their patronage.

3.5 The tender process was designed to be in a two part bid system, through online mode. Technical bid constituted part one whereas price bid constituted part two. Letter of intent (for short 'LOI') was to be issued to the successful bidder(s) followed by signing of agreement (contract) and other formalities as stipulated in the tender document. Tank lorries were to be engaged only after signing of Agreement and submission of Security Deposit (BG) along with other documents and formalities. Clause 30 of the DNIT stipulates the time period for signing of the Agreement and clause 7 for submission of security deposit. It would be apposite to refer to the relevant clauses of the DNIT, which are extracted hereunder for ready reference:-

7.0 Security Deposit (SD) in form of Bank Guarantee (BG)

7.1 The tank lorries of the successful tenderer will be engaged only after signing of Agreement and submission of Security Deposit (BG) along with other documents/formalities as per NIT.

7.2 BG (SD) Amount

Successful tenderers will be required to furnish Bank Guarantee at the rate of Rs 8,00,000/- (Rupees Eight Lacs only) per contract for General bidders (including MSE bidders) and Rs 50,000/- (Rupees Fifty Thousand only) per contract for SC/ST bidders within 15 days of issuance of LOI/Work Order.

7.3 BG (SD) Validity

The BG shall be in the format specified and to remain in force till the validity of the contract /Agreement with a claim period of six months thereafter or valid upto six months beyond contract expiry period.

7.4 BG Details



The Bank Guarantee shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank and preferably be under SFMS system. The original BG is required to be submitted at the following address:

Name- Subhasis Mohapatra,
 Sr Mgr-Ops-l/c Retail Bhatinda,
 Bharat Petroleum Corporation Limited,
 BPCL Bathinda Depot, Phoos Mandi,
 Near Jassi Chowk, Manas Road,
 Bhatinda, PUNJAB-151001
 Phone-9471718090
 Email - subhasismohapat@bharatpetroleum.in

7.5 BG Under SFMS

- 7.5.1 To expedite BG confirmation process, BPCL has tied up with ICICI Bank for implementation of SFMS Bank Guarantee wherein the vendor has to quote our IFSC code and BPCL's Customer ID to bank at the time of BG application based on which ICICI will send a swift message confirmation to dedicated email ID of BPEC and the same shall be considered as BG verified by the bank.
- 7.5.2 Accordingly, vendors/ Contractors shall provide BPCL's Customer ID. & IFSC Code (Details given below) to their Bank at the time of application for Bank Guarantee in favour of BPCL.
- 7.5.3 Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL Bank confirming the Bank Guarantee as genuine, BPCL's Bank (ICICI) shall in turn send the said SFMS message to BPCL's dedicated email ID basis which BPEC shall consider the said Bank Guarantee as verified by Bank. After getting the physical BG from the vendor, BPEC Team shall validate the same with the Swift message and shall proceed with the release of payment to vendors which is due against the said Bank Guarantee.

Table 4-BPCL Bank Details for SFMS BG

Bank	Name of Bank: ICICI Bank Branch: ICICI Bank Backbay Branch, Mumbai IFSC: ICIC0000393 BPCL'S Customer ID: BPCL583493800
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7.6 BG (SD) Claims

Any loss/claim and/or damage arising out of the performance of the contract would be adjustable against the SD. Any loss/claims/damages higher than SD will be recovered from payments due to the contractor under this contract or deposits made by or payments due to the contractor under any other contract with BPCL.

7.7 BG Return

Security Deposit (Bank Guarantee) would be returned after expiry of six months of completion of the contract on written request from the contractor, subject to satisfactory performance.

20.0 Corrigendum / amendment

Corrigendum/amendment, if any, shall be notified on the BPCL e-Tendering website. In case any corrigendum/amendment is issued after the submission of the bid, then such tenderers, who have submitted their bids shall be intimated about the corrigendum/amendment by a system-generated email. In case of open tender corrigendum / amendment will be on web site and no mail will be sent for the tenderer who has not participated by that time. It shall be assumed that the information contained therein has been taken into account by the tenderer. They have the choice of making changes in their bid before the due date and time.

21.0 Bid Submission / Bid Revision / Bid Re-Submission

- 21.1 Bid Submission: Bidders are required to complete the entire Technical (Pre-Qualification) and Price Bid process online by clicking on FINAL SUBMISSION & receiving confirmation of final submission on screen on or before the due date/time of the tender.
- 21.2 Bid Re-Submission: If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed / revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change/revision may be



done any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids online and any bids submitted offline (hard copies) shall not be considered for evaluation.

- 21.3 Once the entire process of submission of online bid is complete, bidder will get an auto mail from the system stating bid submitted successfully for the tender with details.
- 21.4 Bids/Offers shall not be accepted in e-procurement system after the due date and time of tender. Only the bids available in the BPCL e-Tendering system under “submitted” status shall be considered for further processing.
- 21.5 No manual offers along with electronic offers shall be permitted/accepted.
- 21.6 No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause. It is advisable that tenderers who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date/time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
- 21.7 BPCL and/or the e-procurement service provider shall not be held responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

28.0 Stipulated time for Placement of TLs



After issue of LOI, the tenderer to position the TLs within following stipulated time:

- 28.1 For Top Loading TLs.
 - 28.1.1 Within 30 days for ready built TLs.
 - 28.1.2 The sale invoice to be provided within 30 days for TLs under booking slips by SC/ST bidders and to place the TLs within 90 days from LOI date.
- 28.2 For Bottom Loading TLs
 - 28.2.1 Within 120 days from LOI date in case the NIT requirement is for bottom loading tank lorries.
 - 28.2.2 The sale invoice to be provided within 30 days for TLs under booking slips by SC/ST bidders and to place the TLs within 120 days from LOI date.

29.0 Non-Placement of TLs.

- 29.1 In the event of non-placement of Tank Lorry within stipulated time post issue of LOI, the defaulters will be penalized as follows:
 - 29.1.1 Full non placement of Tank Lorries - Forfeiture of EMD including putting transport vendor on holiday list for five years.
 - 29.1.2 Partial non-placement of Tank lorries -

Forfeiture of Rs 1 lakh per lorry from SD-maximum upto SD amount. Withdrawal of LOI and cancellation of contract if the full complement of the tank lorries allocated (even if one TL) but not placed by the transporter.

- 29.1.3 Withdrawal and non-replacement of TLs (including vehicles withdrawn after attaining maximum age): Forfeiture of Rs 1 lakh per tank lorry from SD-maximum upto SD amount.

30.0 Execution of Agreement

- 30.1 Successful tenderer/s will be required, before undertaking the contract, to sign the Agreement, within 15 days of the date of issue of the LOI and should physically place the tank-lorries at the location within the stipulated time from the issue of Work Order/LOI. The Tank lorries shall be inducted after physical verification, including verification



of Engine & Chassis nos. etc. & compliance as per BPCL standard check list available at the BPCL location. In case of failure, BPCL will have the right to reject the induction of such tank-lorries.

- 30.2 Tenderers are advised to carefully scrutinize the specimen set of Agreement Form enclosed along with tender documents/downloaded from our website before submitting their tender. One set should be submitted with the tender online, in token of acceptance of the terms and conditions thereof, and other set be retained with the tenderer.
- 30.3 In case of Partnership Firms and Limited Companies, when the person signing the tender is not the authorized signatory, necessary Power of Attorney (as per the proforma enclosed) authorizing the signatory to act on behalf of the partnership/firm should be produced before signing the agreement, and an authenticated copy of the Power of Attorney should be submitted for the record of BPCL.
- 30.4 Failure to execute the agreement and / or furnish required Security Deposit within 15 days of issue of LOI and / or physical placement of Tank lorries at the location within specified time from issue of work order may render the tenderer liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of BPCL to recover the damages under Law.
- 30.5 All terms & conditions stipulated in the Notice Inviting Tender, Guidelines for Tenderers, Tender Terms & Conditions, Declarations, Agreement and other documents furnished with the Tender and related correspondence shall form part of the contract.

44.0 Negotiations etc.

- 44.1 It may be noted that the tenderer/s submitting the lowest price bid need not automatically win the business and, if BPCL is not satisfied with the price quoted BPCL reserves the right to negotiate with any or all the bidders to finalize suitable rates.
- 44.2 Tenderers may be required to visit BPCL Tender Base / Loading Location or any other office of the BPCL for negotiations / verification of documents, entirely at the cost of tenderers. The Negotiations may also be held online through video conferencing (VC).



- 44.3 The bidders shall have to submit the negotiated rates in writing in the format specified and for all sectors (including hills if applicable) and offered TL Standard Sizes. Incomplete format shall be liable for rejection.
- 44.4 Only the proprietor of the firm or the legally authorized representative of the firm may personally attend such negotiations, as commitments made and / or clarifications given during the negotiations will be binding on the tenderer/s. He/She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to BPCL's representative/s participating in negotiations.
- 44.5 Further, BPCL reserves the right, at their sole discretion and without assigning whatsoever to,
Divide the work among contractor(s),
Reject any or all tenders either in full or in part,
Assign the offered and accepted tank-lorries to any location (preferably within same Region) and Engage additional contractors/tank-lorries at any time without giving any notice whatsoever to the contractor/s already appointed against this Tender.

49.0 Additional Tank Lorries

- 49.1 The additional tank-lorries, if required by BPCL, can be offered to the contracted carriers of the concerned location at the rate felt appropriate by BPCL including the BMR rate or lowest rate (L1) of the location whichever is lower.
- 49.2 In case of requirement of additional tank-lorries by BPCL, the Corporation reserves the right to induct new tank-lorry operators at the finalized rate for the concerned location.

50.0 TL Assigning to other Locations

BPCL will have the right to assign the tank-lorries offered in any one tender to any contract in any other State/Region/Location, on any route, temporarily or permanently, and the decision of BPCL will be final and binding on the successful tenderers / contractors.

51.0 Submission of Details

Tenderer should submit all the details and enclosures as has been asked for, in the tender form. In case any of the information is not applicable to the tenderer, "Not



"applicable" may be written against such item. Not submitting any information / enclosure sought for, may be a ground for rejecting the tender.

52.0 Acceptance of TLs / Tender

Bharat Petroleum Corporation Ltd. reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw / cancel / modify this tender or to accept some or all of the tank-lorries offered without assigning any reason whatsoever and the decision shall be binding on the Bidder.

4. The petitioners in CWP-34275-2024 approached this Court primarily with the grievance that the local transporters were causing undue/ unlawful interference and were not permitting them to enter the BPCL Depot to execute the agreement mandated by the tender conditions and commence operations. On advance notice of the writ petition, BPCL appeared through counsel, acknowledged the factual aspect and submitted that the matter was under active consideration of the local administration. The same was recorded in the order dated 18.12.2024, passed by a coordinate Bench, which reads as thus:

“Served with the advance copy of the petition, Mr. Akashdeep Singh, Advocate and Mr. Raman Sharma, Advocate, are present in Court for respondents No.1 and 2, respectively and accepts notice on their behalf, whereas Mr. Jastej Singh, DAG, Punjab, accepts notice on behalf of respondents No.3 to 5.

At the outset, Mr. Raman Sharma, learned counsel for respondents No.2 submits that to address the concerns/grievances, that are sought to be raised in the petition, the Additional Deputy Commissioner, Bathinda, had convened a meeting on 09.12.2024, with the senior functionaries of



respondent No.2. Further, he submits that the local transporters and the local successful tenderers are not letting the outside bidders, who succeeded in the process, to execute the formal contract/necessary agreement and commence operation. It is urged that the matter is under active consideration of the local administration and would be resolved in the immediate future.

Similarly, learned Deputy Advocate General, Punjab, prays for time to seek instructions and respond.”

In sequel, in the subsequent hearing on 20.12.2024, the hereinafter extracted order was passed:

“Status report by way of short affidavit of Additional Deputy Commissioner, (Rural Development) Bathinda, on behalf of respondent No.4 has been filed in Court today and the same is taken on record. Copy furnished.

Learned counsel for the parties are ad idem that although the petitioners were the successful bidders and per the tender conditions a formal contract was required to be executed between the parties on 13.12.2024, but owing to an undue/unlawful interference by the local transporters as also those who were successful but local, the said agreement could not be executed, for a law and order situation was created at site.

Learned State counsel, on instructions from Rupinder Pal Singh ADC (Rural Development), Bathinda and Sh. Karamjit Singh, DSP, Special Crime Bathinda, who are present in Court, submits that every possible cooperation would be extended to the petitioners as also the respondent Corporation to proceed further and carry out the necessary formalities.

Learned counsel for the respondent-Corporation submits that in the wake of the peculiar facts and circumstances of the case, the parties are faced with, the competent authority would



examine the matter in the right earnest and intimate the petitioners, accordingly, as regards the formalities that have to be carried out. And, if necessary written statement on behalf of the respondent-Corporation shall also be filed on or before the adjourned date.

Adjourned to 15.01.2025.

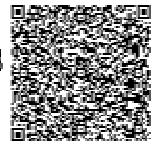
This Court is sanguine that the competent authority would proceed with the matter in the right earnest and without any further loss of time. We are assured that there would not be any undue obstruction in execution of the contract.”

5. That after passing of the aforesaid orders, Set B petitioners have since signed the agreement and submitted security deposit/bank guarantee.

6. The petitioners in CWP-766-2025 (Set A) approached this Court praying for cancellation of the award of contract (Letter of Intent) and the agreements executed with the successful bidders beyond the last date stipulated under the DNIT.

Contentions of learned counsel for the parties

7. Learned counsel for Set B petitioners have submitted that even after signing of the agreement and submission of security deposit, the local transporters (including those of Set A) are not permitting the petitioners to operate their tank lorries and are constantly threatening with grave consequences. The same has been brought to the notice of BPCL and complaints have also been made to the police but no action has been taken thereon. It is further submitted that the tender is for



transporting highly inflammable products viz., MS, HSD, Branded fuels, SKO and ATF. The threats by the local transporters cannot be taken lightly, as in the past they have snatched original documents/bank guarantees and also turned out tank lorries from within the depot.

8. Learned counsel for Set A petitioners have submitted that the terms of the tender have been violated in as much as certain agreements have been entered into beyond the date stipulated in the DNIT. The extension of time, if any, has been done without issuance of any amendment or corrigendum. Hence, award of contract and issuance of Letter of Intent (LOI) based on such agreements entered into beyond 08.12.2024 are liable to be cancelled. It is further submitted that demonstration by local transporters was peaceful and as such, they have disputed the factual aspect pleaded by Set A petitioners.

Inferences by the Court

9. It is sought to be argued that disputed questions of facts arise in the present matter, which cannot be adequately gone into in writ proceedings. However, perusal of admitted documents placed on record as well as the status report filed by the Additional Deputy Commissioner (Rural), Bhatinda (a responsible senior government functionary, who has no personal interest in the lis) would show that demonstration by local transporters did precipitate to a law and order situation outside the BPCL Depot, which led the local administration taking appropriate steps to control the situation. The relevant portion of the status report dated



21.12.2024, extracted hereinafter, would show that about 150-200 persons had gathered on 13.12.2024 and there were reports that the gathering could turn violent, which situation was tackled by deployment of adequate police force.

4. That on 09.12.2024 the deponent got information that protestors had gathered outside the gate of respondent no. 2, so the deponent along-with police force reached the spot and held meeting with petitioners, respondent no. 2 and protestors. The meeting ended on a positive note and the protestors dispersed. However, on 13.12.2024 the congregation at the protest site reached nearly 150 to 200 as persons representing two opposing factions (one from outside successful tenderers and another from local successful tenderers) gathered at the gates of BPCL i.e. respondent no. 2. There were reports that the gathering could turn violent and the local administration immediately took precautionary measures and deployed adequate police force preventing any untoward incident. The deponent was posted at the site along with police force of the area and the situation was taken under control.

5. That without going into the claims of the protestors, administration is duty bound to facilitate the petitioners. There will never be any kind of discrimination on the part of administration against anyone. The department is and will always be ready to co-operate and to provide any kind of administrative help to the petitioners in signing the agreement with BPCL. That as per discussion of the Deponent with the BPCL Officials; out of 40 bidders, 23 have already signed agreement with the company. Of the 17 remaining bidders, they have furnished bank guarantees but not signed the desired agreements. The deponent assures and undertakes that as and when the petitioners are required to execute the agreements the



deponent will take all the necessary steps to ensure that the petitioners are properly facilitated, while maintaining law and order, to complete the necessary formalities.

10. That Set A petitioners, seeking the same relief as prayed for in CWP-766-2025, had represented to the officers of BPCL (respondent No.2) vide letter dated 09.12.2024 (Annexure P-3 with the said writ petition). The said letter was responded by BPCL vide reply dated 16.12.2024 (Annexure P-4 with CWP-766-2025) whereby it was candidly stated that the award of contract (Letter of Intent) for the subject tender was issued to respective bidders till 13.11.2024. The respective material dates from the record have been mentioned therein. A perusal of the said reply would show that keeping in view the unrest and hurdles created by local transporters, the process of issuance of award of contract was delayed to 13.11.2024 and as such, necessary compliances in accordance with the subject DNIT were within time. The relevant portion of the aforesaid letter is extracted hereunder:

1. At the outset it is pertinent to note that the selection process in Tender bearing reference number BPCL/RETAIL/POL/BULK/2024 2029/ BHATINDA E Tender ID: 16053 has already been come to a logical conclusion Thus, any grievance at this stage is belated.
2. Contents of paragraph 1 of your notice are factual in nature. The subject tender was an all India online open tender which was published on 05.04.2024 and tender was extended 2 times (1st extension 10.05.2024, 2nd extension 13.05.2024) on request of transporters only.



3. Contents of paragraph 2 of your notice are factual in nature.
4. Contents of paragraph 3 of your notice are denied. The subject tender was all India online open tender and bidders were participating in the tender from different parts of India. The Award of the Contract (Letter of Intent) for the said tender vide reference BPCL/RETAIL/POL/BULK/BHATINDA/2024-29/ was issued to respective bidders till 13.11.2024. We received representation from selected bidders of other states (states other than Punjab that they were unable to receive the hard copy of LOI from depot due to resistance made by Bhatinda transport association outside the Depot Gate. Due to this difficulty, LOI was issued to various bidders in email on 13.11.2024. The said contract is valid from 23.11.2024 to 22.11.2029.

As per NIT under Clause 7.2 it has been clearly provided that Bank Guarantee at the rate of Rs. 8.00,000/- for general bidders and Rs. 50,000/- for SC/ST bidders shall be deposited within 15 days of the issuance of the LOI/Work Order. Since the last date of LOI issued to selected bidder was 13.11.2024 and bank guarantee submission has been done within the period of 15 days i.e. 28.11.2024. As last date of Bank Guarantee submission was 28.11.2024, location has received bank guarantees from selected bidders within the stipulated time i.e. till 28.11.2024. In NIT, there is no provision or clause for non-accepting of Bank Guarantee after 15 days or rejection criteria for the same for any Bidder.

5. Contents of paragraph 4 of your notice are denied. It is reiterated that all original bank guarantees are received at the location in stipulated time and submitted to our centralised office in Mumbai for further necessary action on it.



6. Contents of paragraph 5 of your notice are denied. Company is following the guide lines of NIT pertaining to booking slips submitted by the SC/ST selected bidders.
7. Contents of paragraph 6 of your notice are denied. The Award of the Contract (Letter of Intent) for the said tender was issued to respective bidders till 13.11.2024 and as per this the last date of signing of Agreement is 13.12.2024.
8. Contents of paragraph 7 of your notice are denied. Please note that BPCL is adhering to all the terms and conditions of NIT.

11. It is trite law that the true import of the clauses of the subject Tender should be left to the Authorities issuing the tender and Courts should be slow in imposing its decision over the interpretation of the said employer. This is particularly of paramount consideration when the contract is already underway. Reference can be placed on the verdict of the Apex Court titled as ***Tata Motors Limited vs. The Brihan Mumbai Electric Supply & Transport Undertaking (BEST) and others***, reported in **2023(8) Scale 873**, the relevant paragraph whereof is extracted hereunder:

52. Ordinarily, a writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out. The court ordinarily should not interfere in matters relating to tender or contract. To set at naught the entire tender process at the stage when the contract is well underway, would not be in public interest. Initiating a fresh tender process at this stage may consume lot of time and also loss to the public exchequer to the tune of crores of rupees. The

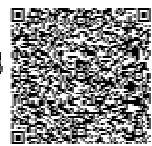


financial burden/implications on the public exchequer that the State may have to meet with if the Court directs issue of a fresh tender notice, should be one of the guiding factors that the Court should keep in mind. This is evident from a three-Judge Bench decision of this Court in *Association of Registration Plates v. Union of India and Others*, reported in (2005) 1 SCC 679.

12. Moreover, clause 52.0 of the DNIT, extracted hereunder at the cost of repetition, does clothe BPLC with the power to modify the tender, in terms of the said covenant. The scope of interference in such like tender matters of public importance is rather self-restricted. Nothing has been brought to our notice to demonstrate that any fundamental right has been violated or the procedure followed suffers from the vice of arbitrariness. On the contrary, keeping in view the circumstances mentioned in the status report, scales of equity and justice have been balanced in the larger interest of public good. The products to be transported are essential commodities and supply to various locations from the depot cannot be held at ransom of protests by some disgruntled local transporters.

52.0 Acceptance of TLs / Tender

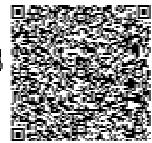
Bharat Petroleum Corporation Ltd. reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw / cancel / modify this tender or to accept some or all of the tank-lorries offered without assigning any reason whatsoever and the decision shall be binding on the Bidder.



13. Another aspect of the matter that deserves due consideration is the location where the protest was being staged, i.e., at the gate of the oil depot where stocks, in huge quantities, of highly inflammable material are stored. In case of any untoward incident like rioting, arson etcetera, involving a tank lorry operated by any out of State successful bidder or otherwise, the lives and property of many in the vicinity of the said BPCL Depot would be endangered besides causing colossal national loss. Hence, it is a fit case wherein a mandamus deserves to be issued to the district administration and police authorities to provide adequate protection to tank lorries, particularly those within the BPCL Depot or in the process of ingress or egress, whether loaded or empty. No personal cause can be placed above public and national interest. Learned State counsel does not dispute that it is the bounden duty of the State to maintain law and order and to ensure that rule of law is not breached by any one and violators are accountable to the laws publicly promulgated and equally enforced.

Final order of this Court

14. In aftermath, this Court is constrained to partially allow CWP-34275-2024 and accordingly, a mandamus is issued to the Deputy Commissioner, Bhatinda and the Superintendent of Police, Bhatinda to ensure that rule of law is not breached and to provide adequate security and protection, as may be assessed by them keeping in view the situational threat perception, to the property of Bharat Petroleum



Corporation Limited, Bhatinda Depot and to the tank lorries engaged for carrying petroleum products for the said depot.

15. In view of the above discussion, we find no merit in the connected writ petition and CWP-766-2025 is accordingly dismissed. It is, however, made clear that the contracting parties would be at liberty to avail of their respective remedies under the subject DNIT, in case of alleged breach of any covenant thereof.

16. No order as to costs.

17. Pending application(s), if any, also stand disposed of.

(SURESHWAR THAKUR)
JUDGE

(VIKAS SURI)
JUDGE

April 22, 2025
sumit.k

Whether speaking/reasoned : Yes / No
Whether Reportable : Yes / No