HIGH COURT OF UTTARAKHAND AT NAINITAL

HON'BLE THE ACTING CHIEF JUSTICE SRI MANOJ KUMAR TIWARI AND HON'BLE SRI JUSTICE SUBHASH UPADHYAY

WRIT PETITION (M/B) No.893 of 2026

16 October, 2026

Community Action Through Motivation Program (CAMP)
--Petitioner

Versus

State of Uttarakhand and Others --Respondents

Counsel for the petitioners	:	Mr. K.P. Upadhyay, learned Senior Counsel assisted by Mr. Sandeep Kothari, learned counsel.
Counsel for the State/ respondents	:	Mr. S.N. Babulkar, learned Advocate General, Mr. Amarendra Pratap Singh, learned Addl. Advocate General, Mr. Puran Singh Bisht, learned Chief Standing Counsel, Mr. B.S. Parihar, learned Addl. C.S.C., Mr. J.C. Pande and Mr. Ranjan Ghildiyal, learned Standing Counsel for the State of Uttarakhand / respondent nos.1 to 3
Counsel for private respondent	:	Mr. Arhendumauli Kumar Prasad, learned Senior Counsel assisted by Mr. Vijay Kumar and Mr. Sandeep Tiwari, learned counsel appearing for respondent no.4

The Court made the following:
JUDGMENT:(per Hon'ble The Acting Chief Justice Sri Manoj Kumar Tiwari)

1. Petitioner submitted bid in two-bid system for the work "Operation and Maintenance of 108 Emergency Response Services in Uttarakhand." His technical bid was rejected. He filed Writ Petition (MB) No. 828 of 2026, challenging decision of Technical Evaluation Committee declaring his bid as non-responsive. The said writ petition was disposed of vide order dated 30.09.2026. Operative portion of the order is reproduced below:

> "7. We find that the respondents have not disclosed reasons for declaring the bid of the petitioner as nonresponsive. It is also admitted that so far the petitioner has not filed any objection against the acceptance of the bid of respondent no. 4, as such, we do not consider it

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appropriate to express any opinion at this stage in respect of the rival contentions.

8. The writ petition is disposed of with liberty to the petitioner to file objection against the declaration of his bid as non-responsive and in respect to the declaration of the bid of respondent no. 4 as responsive, within two days and, on which, the respondents will pass a speaking order within next three days.

9. The acceptance of the bid of respondent no.4 shall be subject to the final outcome of the decision, which would be taken by the respondents on the representation of the petitioner."

2. Pursuant to order passed in Writ Petition (MB) No. 828 of 2026, petitioner submitted representation on 01.10.2026, stating that petitioner meets all conditions of Request for Proposal (RFP) and his bid was wrongly rejected. In his representation, petitioner also questioned the decision of declaring the bid submitted by respondent No. 4, as responsive.

3. Petitioner's representation was rejected by In-charge Director General, Medical Health and Family Welfare, vide order dated 03.10.2026. Thus feeling aggrieved, petitioner has approached this Court seeking the following reliefs:

"i. Issue a writ, order or direction in the nature of certiorari for quashing the technical evaluation carried out by the respondents no. 2 and 3 with respect to the bid submitted by the petitioner pursuant to the NIT/RFP for the "operation and maintenance of 108 Emergency Response Services in Uttarakhand," dated 25th September 2026, whereby the technical bid/RFP submitted by the petitioner has been declared to be technically non-responsive. (Annexure No.4 to this writ petition) Page No.113 to 115'

ii. Issue a writ, order or direction in the nature of certiorari for quashing the technical evaluation carried out by the respondent no.2 &3 with respect to bid submitted by the respondent no.4, whereby, a technically non responsive bid is declared as technical responsive bid contrary to the condition of the NIT/RPF for the "operation and maintenance of 108 Emergency Response Services in Uttarakhand" dated 25th of September, 2026 (Annexure No.4 to this writ petition) Page No.113 to 115.

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iii. Issue a writ, order or direction in the nature of certiorari for quashing the order dated 03.10.2026, whereby the representation preferred by the petitioner JV dated 01.10.2026 has been rejected. (Annexure No.5 to this writ petition) Page No.116 to 120.

iv. Issue a writ, order or direction in the nature of mandamus be issued directing the respondents to consider the technical bid/RFP submitted by the petitioner as responsive and, further, to consider the financial bid submitted by the petitioner and, if being the lowest, the tender may be awarded to the petitioner JV."

4. The impugned rejection order is enclosed as Annexure-5 to the writ petition. The contentions raised by petitioner in his representation have been considered and separately dealt with by the In charge Director General.

5. Learned Senior Counsel for the petitioner submits that petitioner's technical bid was wrongly rejected, even though he met all conditions of eligibility and had furnished all requisite documents with his bid. He further submits that respondent No. 4 was not eligible to submit the bid, as he was a defaulter in respect of similar contract, awarded to him in State of Assam and his contract was terminated. He relies upon a document annexed as Annexure-11 to the writ petition, which is a letter issued by the office of Mission Director, National Health Mission, Assam.

6. Learned counsel for the petitioner refers to the reason assigned in impugned rejection order for rejecting petitioner's technical bid, which is reproduced below:

> *"vi. Further, on the disposition that they are society, in apprendix-9 (Power of Attorney for signing of Application), the name and alleged post of the signing authority is "Mr. Amit Garg, Secretary, CAMP"*

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who has given power of Attorney to "Mr. Anil Sharma, G.M. Projects"

No document has been submitted or annexed showcasing that "Mr. Amit Garg" is authorised person (the bid documents do not contain the relevant General Body/Executive Committee resolution or other supporting charger document evidencing the authority of Mr. Amit Garg to execute the said Power of Attorney) as required under Section 22 of the M.P. Society Registrikaran Adhiniyam, 1973 and hence further documents (Appendix -7) (Power of Attorney for Lead Member of Consortium) and (Appendix -8) "Jt. Bidding Agreement " as signed allegedly on behalf of CAMP by "Mr. Anil Sharma, G.M. Projects" can't be accepted.

vii. Similarly, on behalf of "M/s Sairam Techno Management Solutions Pvt .Ltd" no document is annexed which authorises "Mr. Yashpal Singh, Manager" or gives him, Power of Attorney to sign on behalf of the said Company. Also, no document is being placed on record along with the bid or has been annexed as required under Section 21 of the Companies Act, 2013.

Therefore, the issue is therefore not a mere deficiency in a document relating to technical scoring. It goes to the foundational question as to whether the person who executed and submitted the bid was duly authorised to bind the bidder in the tendet process. In the absence of the requisite supporting authorization, the authority under which the bid was executed has not been established in the manner contemplated by the RFP. Accordingly, the bid of CAMP (as a lead member) could not be treated as substantially responsive at Stage-I.

As the bid did not satisfy the Stage-I threshold of substantial responsiveness, the question of proceeding to the subsequent stage of technical evaluation did not arise. Consequently, CAMP's contention that it would have obtained 75 marks, even without the marks for presentation, cannot alter the position. Likewise, the question of calling CAMP for a technical presentation would arise only after the bid had first qualified the Stage-I responsiveness requirement. The non-consideration of the presentation, therefore, was a consequence of the bid not crossing the prescribed threshold of responsiveness and did not constitute an independent ground for rejection."

7. Learned counsel for the petitioner submits that the reason indicated for rejecting petitioner's technical bid is unsustainable, as Mr. Amit Garg, who is Secretary of Community Action through Motivation Programme (CAMP), had executed Power of Attorney in favour of Mr. Anil Sharma, General Manager, Projects and as Secretary of the Society (CAMP), Mr. Amit Garg had the authority to give such power of attorney to Mr. Anil Sharma.

8. It is not in dispute that Community Action through Motivation Programme (CAMP), which is a society registered under Madhya Pradesh Society Registrikaran Adhiniyam, 1973 and a company, namely, M/s Sairam Techno Management Solutions Private Limited, entered into a Joint Venture agreement for submitting bid with respect to the work of operation and maintenance contract of 108 emergency response services in Uttarakhand.

9. The said joint venture (JV) submitted bid in response to the Request for Proposal (RFP) issued by Director General, Medical Health & Family Welfare, Medical Services, Uttarakhand. Technical bid submitted by Joint Venture was rejected by holding that there is no document to show that Mr. Amit Garg, Secretary (CAMP) was authorised to give Power of Attorney to Mr. Anil Sharma, General Manager, Projects.

10. Learned State Counsel points out that the bid was signed by Mr. Anil Sharma on behalf of joint venture (petitioner). Learned counsel for the State submits that petitioner submitted Power of Attorney given by Mr. Amit Garg, Secretary (CAMP) in favour of Mr. Anil Sharma,

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General Manager, Projects with his technical bid; however, petitioner's bid was rejected not because power of attorney was not submitted but for the reason that CAMP being a society (collective body), there should be a Resolution passed by Executive Committee/General Body of CAMP authorising Mr. Amit Garg, Secretary, to execute power of attorney on behalf of the society.

11. Perusal of impugned order further reveals that there was no document submitted by petitioner with his bid to show that the person who signed the bid on behalf of M/s Sairam Techno Management Solutions Private Limited (other partner in the joint venture) was authorised by the said company to sign on behalf of the company.

12. This Court finds substance in the contention raised by learned Advocate General that petitioner is a joint venture having two partners, out of which one is a society and another is a company and in the absence of any resolution passed by Executive Committee/General Body of the Society and Board of Directors of the company, authorising the persons who signed the bid on behalf of the joint venture, petitioner's technical bid cannot be said to be responsive.

13. Submission of bid in response to a tender notice (RFP) is a solemn commercial and legal act and a non serious or casual bidder cannot be permitted to disrupt public procurement or compromise its sanctity. Without authorisation by a collective body, if an employee signs a legal document or bid, then the collective body may later back out of its commitment under such document/bid, if it

later finds it difficult to fulfil its commitment. Therefore, for binding a collective body, passing of resolution by its executive committee or board of directors would be necessary, which admittedly was not there in this case.

14. In the present case, both partners of petitioner joint venture are collective bodies. One of the collective bodies is registered as a society and the decision making authority in a society vests in the General Body or the Executive Committee. The other partner in the Joint Venture is registered as company under Companies Act and the authority to take decision vests in the General Body or Board of Directors, and a power of attorney, executed by an employee of the society (CAMP), in favour of employee of the society or the company will not entitle such employee to submit bid on behalf of the society or the company and one or both partners of the joint venture can back out of their commitment under the bid by contending that the employee who signed the bid or acted on behalf of one or both partners of joint venture was not authorised to bind the company by submitting bid.

15. In the absence of proper authorisation through Resolution by Executive Committee of the society or Board of Directors of the company, if any person submits bid on behalf of Joint Venture, same will not bind the partners in the joint venture. Thus the reason assigned for declaring petitioner's technical bid as non-responsive cannot be said to be so arbitrary as to warrant interference under Article 226 of the Constitution of India.

16. A bid which does not bind the bidder to his offer is no

bid in the eyes of law. A binding bid is a firm legal offer that obligates the bidder to honour their terms once accepted, whereas a non binding proposal or a “no-bid” decision means no enforceable commitment has been established. Binding bid, when submitted, acts as a legal commitment. Once accepted by the buyer or employer, the bidder must complete the transaction or face default penalties.

17. Even otherwise also, in such matters, scope of judicial review is very limited. In the case of *Central Coalfields Limited & another vs. SLL-SML (Joint Venture Consortium) & others, reported as (2016) 8 SCC 622* it was held that decision making process of the employer or owner of the project in accepting or rejecting the bid of a project tender should not be interfered with and interference would be permissible only if the decision making process is *mala fide* or intended to favour someone. It was further held that the decision should not be interfered with unless it is so arbitrary or irrational that the court can say that the decision is one which no responsible authority acting reasonably and in accordance with relevant law could have reached.

18. In the case of *Afcons Infrastructure Limited v. Nagpur Metro Rail Corporation Ltd., reported in (2016) 16 SCC 818*, has held as under:-

> “**13.** In other words, a mere disagreement with the decision-making process or the decision of the administrative authority is no reason for a constitutional court to interfere. The threshold of mala fides, intention to favour someone or arbitrariness, irrationality or perversity must be met before the constitutional court interferes with the decision-making process

or the decision."

19. In *Afcons Infrastructure Limited (supra),* it was further held that the owner or employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents; constitutional Courts must defer to his understanding and appreciation of the tender documents, unless there is *mala fide* or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. It was further held that it is possible that the owner or employer of a project may give an interpretation to the tender documents, which is not acceptable to the Constitutional Courts, but that by itself is not a reason for interfering with the interpretation given.

20. In *Raunaq International Ltd vs I.V.R. Construction Ltd. And Ors reported as (1999) 1 SCC 492,* Hon'ble Supreme Court held as under:-

"**11.** When a writ petition is filed in the High Court challenging the award of a contract by a public authority or the State, the court must be satisfied that there is some element of public interest involved in entertaining such a petition. If, for example, the dispute is purely between two tenderers, the court must be very careful to see if there is any element of public interest involved in the litigation. A mere difference in the prices offered by the two tenderers may or may not be decisive in deciding whether any public interest is involved in intervening in such a commercial transaction. It is important to bear in mind that by court intervention, the proposed project may be considerably delayed thus escalating the cost far more than any saving which the court would ultimately effect in public money by deciding the dispute in favour of one tenderer or the other tenderer. Therefore, unless the court is satisfied that there is a substantial amount of public interest, or the transaction is entered into mala fide, the court should not intervene under Article 226 in disputes between two rival tenderers.

12. …..

13. Hence before entertaining a writ petition and passing any interim orders in such petitions, the court must carefully weigh conflicting public interests. Only when it comes to a conclusion that there is an overwhelming public interest in entertaining the petition, the court should intervene.

14. Where there is an allegation of mala fides or an allegation that the contract has been entered into for collateral purposes and the court is satisfied on the material before it that the allegation needs further examination, the court would be entitled to entertain the petition. But even here, the court must weigh the consequences in balance before granting interim orders.

15. Where the decision-making process has been structured and the tender conditions set out the requirements, the court is entitled to examine whether these requirements have been considered. However, if any relaxation is granted for bona fide reasons, the tender conditions permit such relaxation and the decision is arrived at for legitimate reasons after a fair consideration of all offers, the court should hesitate to intervene."

21. In the case of *Air India Ltd. v. Cochin International Airport Ltd. and others, reported as (2000) 2 SCC 617*, Hon'ble Supreme Court held as under:-

"**7.** The law relating to award of a contract by the State, its corporations and bodies acting as instrumentalities and agencies of the Government has been settled by the decision of this Court in Ramana Dayaram Shetty v. International Airport Authority of India [(1979) 3 SCC 489] , Fertilizer Corpn. Kamgar Union (Regd.) v. Union of India [(1981) 1 SCC 568] , CCE v. Dunlop India Ltd. [(1985) 1 SCC 260 : 1985 SCC (Tax) 75] , Tata Cellular v. Union of India [(1994) 6 SCC 651] , Ramniklal N. Bhutta v. State of Maharashtra [(1997) 1 SCC 134] and Raunaq International Ltd. v. I.V.R. Construction Ltd. [(1999) 1 SCC 492] The award of a contract, whether it is by a private party or by a public body or the State, is essentially a commercial transaction. In arriving at a commercial decision considerations which are paramount are commercial considerations. The State can choose its own method to arrive at a decision. It can fix its own terms of invitation to tender and that is not open to judicial scrutiny. It can enter into negotiations before finally deciding to accept one of the offers made to it. Price need not always be the sole criterion for awarding a contract. It is free to grant any relaxation, for bona fide reasons, if the tender conditions permit such a relaxation. It may not accept the offer even though it happens to be the highest or the lowest. But the State, its corporations, instrumentalities and agencies are bound to adhere to the norms, standards and procedures laid down by them and cannot depart from them arbitrarily. Though that decision is not amenable to judicial review, the court can examine the

decision-making process and interfere if it is found vitiated by mala fides, unreasonableness and arbitrariness. The State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process the court must exercise its discretionary power under Article 226 with great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the court should intervene."

22. Hon'ble Supreme Court in the case of *M/s N.G. Projects Ltd. vs. Vinod Kumar Jain & others*, reported as (2022) 6 SCC 127 has held that the constitutional Courts should refrain from interfering with tender process for infrastructure projects, as interference in such matters stalls projects of national importance and results in cost overrun. Paragraph nos. 21 to 23 of the said judgment are extracted below:-

"**21.** Since the construction of road is an infrastructure project and keeping in view the intent of the legislature that infrastructure projects should not be stayed, the High Court would have been well advised to hold its hand to stay the construction of the infrastructure project. Such provision should be kept in view even by the writ court while exercising its jurisdiction under Article 226 of the Constitution of India.

22. The satisfaction whether a bidder satisfies the tender condition is primarily upon the authority inviting the bids. Such authority is aware of expectations from the tenderers while evaluating the consequences of non-performance. In the tender in question, there were 15 bidders. Bids of 13 tenderers were found to be unresponsive i.e. not satisfying the tender conditions. The writ petitioner was one of them. It is not the case of the writ petitioner that action of the Technical Evaluation Committee was actuated by extraneous considerations or was mala fide. Therefore, on the same set of facts, different conclusions can be arrived at in a bona fide manner by the Technical Evaluation Committee. Since the view of the Technical Evaluation Committee was not to the liking of the writ petitioner, such decision does not warrant for interference in a grant of contract to a successful bidder.

23. In view of the above judgments of this Court, the 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. The Court does not have the expertise to examine the terms and conditions of the present day economic activities of the State and this limitation should be kept in view. Courts should be even more reluctant in interfering with contracts involving technical issues as

there is a requirement of the necessary expertise to adjudicate upon such issues. The approach of the Court should be not to find fault with magnifying glass in its hands, rather the Court should examine as to whether the decision-making process is after complying with the procedure contemplated by the tender conditions. If the Court finds that there is total arbitrariness or that the tender has been granted in a mala fide manner, still the Court should refrain from interfering in the grant of tender but instead relegate the parties to seek damages for the wrongful exclusion rather than to injunct the execution of the contract. The injunction or interference in the tender leads to additional costs on the State and is also against public interest. Therefore, the State and its citizens suffer twice, firstly by paying escalation costs and secondly, by being deprived of the infrastructure for which the present day Governments are expected to work."

23. In the case of Tata Motors Ltd. Vs. Brihan Mumbai Electric Supply & Transport Undertaking (BEST) and others, reported as (2023) 19 SCC 1, Hon'ble Supreme Court reiterated that 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. Para 55 of the said judgment is reproduced below:

"55. 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 Assn. of Registration Plates v. Union of India [Assn. of Registration Plates v. Union of India, (2005) 1 SCC 679]."

24. Learned counsel for the petitioner questioned eligibility of respondent No. 4 based on a letter dated 09.03.2023 issued by Mission Director, National Health Mission, Assam. He contends that petitioner is disqualified from participating in the bidding process as his contract

was terminated by State of Assam.

25. Learned Senior Counsel for respondent No. 4 however submits that since the price offered by National Health Mission, Assam was commercially not viable and request made by respondent No. 4 for enhancement of price was not acceded to by the competent authority, therefore on the request made by respondent No. 4, his contract was terminated by Mission Director, National Health Mission, Assam.

26. Learned Senior Counsel placed heavy reliance on the following statement, made in Annexure-11 to the writ petition:

> "Whereas, it would be difficult on the part of NHM Authority to modify the contract agreement asked for."

27. We find substance in the submission made on behalf of respondent No. 4. The order issued by Mission Director, National Health Mission, Assam does not indicate that the contract was terminated due to breach of any condition by respondent No. 4. That order does not indicate that termination of contract was punitive. Respondent No. 4 was not blacklisted, which is normally done in case the contractor backs out of his commitment under the contract. In fact, Mission Directorate, National Health Mission, Assam owns up the responsibility by making the statement which is reproduced above.

28. Annexure-11, when read in its entirety, indicates that the contract was terminated as the rates, which were

offered to respondent No. 4 for providing ambulatory services, were found to be commercially unviable and the deal thus fell apart.

29. Respondent No. 4 cannot be said to be ineligible or disqualified merely because his contract was terminated by Mission Director, NHM, Assam vide letter dated 09.03.2023. Respondent No. 4 can be held to be disqualified if his contract is terminated due to breach of some condition of the contract by him and order of black listing is also passed against him. The letter issued by Mission Director, NHM, Assam does not indicate that the contract of respondent No. 4 was terminated for breach of any condition or it was punitive in nature. Moreover, respondent No. 4 was not blacklisted, which ordinarily happens when a party fails to fulfil his commitment.

30. Thus, mere termination of contract by National Health Mission, Assam in 2023 will not disqualify respondent No. 4 from participating in the tender process in question. Moreover, it is the employer (respondent No. 2), who has to examine the question of eligibility and if he is satisfied that respondent No. 4 meets all conditions of eligibility, then there is hardly any scope for interference with the decision taken by the employer.

31. Learned counsel for the petitioner submitted that in his price bid, the successful bidder (respondent No. 4) quoted ₹1,93,200/- per ambulance per month while price quoted by other bidders was around ₹1,50,000/-. He thus submitted that there is huge difference in the price offered by respondent No. 4 vis-à-vis other bidders.

32. Mr. Arhendumauli Kumar Prasad, learned Senior Counsel appearing for respondent No. 4 was given time to get instructions as to whether respondent No. 4 is ready to reduce the price for providing ambulatory services and case was passed over for a while. Mr. Arhendumauli Kumar Prasad, learned Senior Counsel on instruction, submitted that respondent No. 4 is ready to provide ambulatory service @ ₹1,83,000/- per ambulance per month. We take the statement made by learned Senior Counsel on record.

33. Learned Advocate General for the State welcomed the statement made by learned Senior Counsel appearing on behalf of respondent No. 4 and submitted that it will be a big relief to the State exchequer.

34. Thus, we do not find any scope for interference in the matter. The writ petition fails and is dismissed.

MANOJ KUMAR TIWARI, A.C.J.

SUBHASH UPADHYAY, J.

Dt: 16.10.2026
Mahinder