

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

CWP No.16001 of 2025
Decided on : 17.09.2026

M/s Bharat Cuisine Services

...petitioner

Versus

State of HP and others

...Respondents.

Coram

Hon'ble Mr. Justice G.S. Sandhawalia, Chief Justice.

Hon'ble Mr. Justice Bipin Chander Negi, Judge.

Whether approved for reporting?¹

For the petitioner : Mr. Ajay Vaidya, Advocate.

For the respondents : Mr. Arsh Rattan, Additional Advocate
General, for respondents No. 1 to 3.

Mr. Kulwant Singh, Advocate, for
respondent No.4.

G.S. Sandhawalia, Chief Justice (Oral)

The petitioner challenges the award of tender dated 4th October, 2025 (Annexure P-7) in favour of respondent No.4 and his disqualification in the tender process vide letter of even date (Annexure P-8).

2. Argument as such raised by learned counsel for the petitioner is that in pursuance of the Notice Inviting Tender for the Cooked Diet, Civil Hospital Paonta Sahib Civil, dated 27th February, 2025, the petitioner had applied on the prescribed form and was technically qualified as per Annexure P-3 dated 16th April, 2025. It is

¹ *Whether the reporters of the local papers may be allowed to see the Judgment? Yes*

pointed out that out of the seven bidders, only two were not technically qualified.

3. It is submitted that vide communication dated 15th May, 2025 (Annexure P-4), the petitioner was informed that the Bill of Quantities (BOQ) chart was not quoted/available. Resultantly, on 17th May, 2025 (Annexure P-5), the petitioner apprised the respondents that without quoting the rates in the BOQ, it was not possible to upload the offer in online mode and requested them to consider the request and look into the technical issue. It is the petitioner's case that he was called on 27th May, 2025 vide communication dated 24th May, 2025 (Annexure P-6), for negotiations on the ground that he had been awarded L-1 status. In such circumstances, the petitioner has approached this Court, as the award of tender was given to the private respondent.

4. The State, in its reply, has taken the plea that rates were offered only for four firms, out of five, in the Bill of Quantities (BOQ). The financial bid was opened on 16th May, 2025 and the letter had been written to him for not negotiating the rates. Since it is admitted that the financial bid was opened on 16th May, 2025, the question of calling the firm for negotiation on 27th May, 2025, did not arise and the fact that the manual comparative chart was prepared subsequently (Annexure R-3/IV) which has been relied upon by learned counsel for the petitioner to demonstrate that the petitioner had quoted Rs.794/-, whereas private respondent No.4 had quoted Rs.820/-, and the other bidders had quoted much higher rates. The respondents/State has attempted to justify that

the manual comparative chart was only done on account of the negotiation call, but the higher Authority did not agree to such mode, as such, due to which the petitioner was found ineligible vide order dated 14th October, 2025 (Annexure P-8) on the ground that it could not be treated as a technical glitch. Learned counsel for the State has referred to Annexure R-3/2, a system-generated comparative statement to show that the petitioner's rates were not reflected therein.

5. We are of the considered opinion that the comparative bidding, as such, and the subsequent resort to a manual comparative statement breached the required secrecy factor, which has been resorted to by the respondents themselves since apparently, the financial bid of the others was already opened on 16th May, 2025, the question of calling the petitioner for negotiation on 27th May, 2025 could not arise. Then, having done so, the factor of being in knowledge of the rates offered, as such, by the private respondents cannot be discounted or ruled out.

6. Learned counsel for the private respondents relied upon the judgment in ***Civil Appeal No. 11418 of 2024 (arising out of SLP (Civil) No. 12510 of 2024), titled Prakash Asphaltings and Toll Highways (India) Limited vs. Mandeepa Enterprises and others, decided on 12.09.2025***, wherein it has been noticed that if there is a technical fault which is rectified in the tender, which, if rectified, on the possibility of generating more revenue, the same by no stretch could be said to be a

cogent reason for cancelling an already existing tender and the sanctity of the process as such would be violated.

7. Resultantly, this Court is of the considered opinion that there is no other recourse but to cancel the tender and direct the State to re-tender the process. Accordingly, the writ petition is partly allowed to that extent.

8. In view of the fact that the petitioner is already tendering the said work in pursuance of the earlier contract and the interim order is permitted to continue, as the interest of the patients and the attendants and the staff of the hospital is to be kept into consideration. Accordingly, efforts shall be made by the respondents to finalize the fresh tender process at the earliest. The petitioner is permitted to continue till the work is awarded to the lowest eligible bidder under the new tender process.

9. The writ petition is partly allowed in the aforesaid terms. Pending application(s), if any, also stand disposed of.

(G.S. Sandhawalia)
Chief Justice

(Bipin Chander Negi)
Judge

17th September, 2026
(Tarun Singh)